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MINUTES

OF THE

Association of Railway Claim Agents

TWENTIETH ANNUAL MEETING

HOTEL CADILLAC, Detroit, Michigan
May 26th, 27th and 28th, 1909

Organized 1890

MINUTES

OF THE

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OF THE

Association of Railway Claim Agents

HELD AT THE

HOTEL CADILLAC, Detroit, Michigan
Wednesday, Thursday and Friday,
May 26th, 27th and 28th, 1909

Edited by *E H. HEMUS*, Secretary
Care The A. T. & S. F. Ry. Co.
TOPEKA, KANSAS

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RETIRING OFFICERS.

President.

L. L. LOSEY, Chicago, Ill.

Vice-Presidents.

J. G. TRIMBLE, Kansas City, Mo.
PARKER DICKSON, Cincinnati, Ohio.
W. G. BISSELL, St. Paul, Minn.

Secretary and Treasurer.

E. H. HEMUS, Topeka, Kas.

COMMITTEES.

Topics.

Benj. D. Warfield, *Chairman*	L. & N. R. R.
W. S. Battle, Jr.	Norfolk & Western.
Charles S. Pierce	Boston & Maine.
J. C. Rose	Pennsylvania Railroad.
J. H. Mather	Rock Island System.

Recommendation.

A. A. Krause, *Chairman*	M., K. & T. Ry.
J. D. M. Hamilton	Santa Fe System.
Parker Dickson	Queen & Crescent Route.
William E. Jones	Missouri Pacific.
N. S. Dunlop	Canadian Pacific.

Membership.

L. H. Kellogg, *Chairman*	I. C. R. R.
G. E. McCaughan	Rock Island System.
W. C. Hussey	S. P. L. & S. L. R. R.
D. R. Carpenter	Southern Railway.
W. C. Wilson	D. L. & W. R. R.

Entertainment.

F. V. Whiting, *Chairman*	L. S. & M. S. Ry.
Gelmer Kuiper	Pere Marquette R. R.
G. L. Nadolleck	Michigan Central R. R.
W. V. Butler	Grand Trunk Ry. System.
B. C. Winston	Wabash Railroad.

OFFICERS 1909-1910.

President.

CHRIS. HOEPPNER, St. Louis.

Vice-Presidents.

C. W. EGAN, Baltimore, Md.
J. H. MATHER, Chicago, Ill.
N. S. DUNLOP, Montreal, Canada.
A. F. McCONNELL, Nashville, Tenn.
D. H. KIMBALL, St. Paul, Minn.

Secretary and Treasurer.

E. H. HEMUS, Topeka, Kas.

COMMITTEES.

Topics.

C. B. Smith, *Chairman*	C. & N. W.
J. Roger McSherry	C. & E. I.
Geo. F. Baker	C. M. & St. P.
C. C. Winegardner	L. S. & M. S.
Z. T. Dungan	Wabash.

Recommendation.

B. F. LaRue, *Chairman*	Lehigh Valley.
W. C. Wilson	D. L. & W.
W. H. Failing	N. Y. C. & H. R. R. R.
C. S. Mitchell	D. & R. G.
E. D. White	Union Pacific.

Membership.

W. S. Battle, *Chairman*	Norfolk & Western.
J. L. Howell	Terminal Ry. Assn. of St. Louis.
G. P. Herzinger	M. K. & T.
H. J. Franklin	Santa Fe.
C. R. Staples	Queen & Crescent Route.

Entertainment.

A. F. McConnell, *Chairman*	Nashville, Chattanooga & St. L.
D. R. Carpenter	Tennessee Central.
M. C. Payne	Illinois Central.
E. Bramwell	Louisville & Nashville.
M. H. Dooley	Southern Railway.

BY-LAWS.

FIRST.—The name of this Association shall be "The Association of Railway Claim Agents."

SECOND.—The officers and their assistants having charge of the investigation, adjustment, or defense of claims (other than freight) for damages against steam railroads organized for the transportation of passengers and freight for hire in the United States and Canada shall be eligible to membership in this Association upon payment of a membership fee of ten dollars per annum for each road represented.

THIRD.—The object of this Association shall be the discussion of any subject of interest to the lines represented by its members.

FOURTH.—The officers of this Association shall be a President, five Vice-Presidents, Secretary and Treasurer, who shall be elected at the annual meeting of the Association, to be held at such time and place as the Association may determine. The duties of the President, Vice-President, Secretary and Treasurer shall be such as usually appertain to such positions.

FIFTH.—Special meetings shall be called by the President at such times and places as may be requested, in writing, by six members, and each member shall be notified of such call by the Secretary.

SIXTH.—At each annual meeting the President shall appoint a committee of five on nomination for officers for the ensuing year; also a committee of five on place of meeting.

ORDER OF BUSINESS.

1. Roll call.
2. Reading and adoption of minutes of previous meeting.
3. Reports of committees.
4. Election of new members.
5. Settlement of annual dues.
6. Report of Secretary and Treasurer.
7. Annual address.
8. Unfinished business.
9. Discussion of selected topics.
10. Reading of prepared papers.
11. Election of officers and committees.
12. Miscellaneous.
13. Adjournment.

Minutes of the Twentieth Annual Meeting

of the

Association of Railway Claim Agents

Held at

HOTEL CADILLAC, Detroit, Michigan
Wednesday, Thursday and Friday,
May 26th, 27th and 28th, 1909

The twentieth annual meeting of the Association of Railway Claim Agents was held at the Cadillac Hotel, Detroit, Michigan, beginning at ten o'clock a. m. Wednesday, May 26th, 1909, with President L. L. Losey, of Chicago, Illinois, in the chair.

The roll call by the Secretary showed the following members present:

Ann Arbor R. R.—G. R. Wissinger.
A. T. & S. F.—J. D. M. Hamilton, E. H. Hemus, W. C. Swisher.
B. & O.—C. W. Egan.
B. & O. S. W.—E. L. Williams.
B. & L. E.—T. C. Whiteman.
B. & M.—Charles S. Pierce, Frank E. DeLano.
B. R. & P.—Jno. C. McCrea.
Can. Pac.—N. S. Dunlop, W. J. Crowe, W. G. Rankin, J. W. Schleihauf, W. J. Fleming.
C. & O.—M. S. McDonald.
Chgo. Jct.—J. B. Green.
C. & E. I.—L. L. Duret, J. Roger McSherry.
C. & N. W.—R. C. Richards, C. B. Smith, I. C. Belden, J. H. Hunter, W. G. Goodrich, J. H. Dockery, F. Wenter.
C. R. I. & P.—G. E. McCaughan, J. H. Mather, G. A. Erhart Jr., J. S. Palmer, C. W. Lacy, R. H. Husson, W. E. Goodnow, A. H. Kilpatrick, W. C. Cartlidge.
C. C. C. & St. L.—C. R. Myers.
D. L. & W.—W. C. Wilson, D. R. Reese, W. J. Powers, H. A. Rowe.

Erie R. R.—Howard Browne, J. G. McElroy, W. S. Throop.
Evansville & Terre Haute.—E. H. Iglehart.
Frisco.—A. H. Mansfield, W. F. Baker, A. G. Morrison.
Grand Trunk.—W. V. Butler, G. S. Humphrey.
Gt. Northern.—D. H. Kimball, A. E. Jordan.
Ill. Cent.—L. L. Losey, L. H. Kellogg, E. W. Sprague, N. J. Shupe, M. B. Rothrock, H. B. Hull, J. L. Scott, Shell R. Smith, N. E. Ball.
K. C. S.—R. Brunazzi.
L. S. & M. S.—J. C. Stineman, C. A. Theis, F. A. Carstensen, C. C. Winegardner, H. S. Cook, A. C. Russell.
Lehigh Valley.—B. F. LaRue.
L. & N.—Edgar Bramwell, R. R. Bowling.
Mid. Valley.—J. E. Green.
Minn. & St. L.—S. J. Beardslee.
M. K. & T.—A. A. Krause.
Mo. Pac.—Wm. E. Jones, Chris. Hoeppner.
Nash., Chat. & St. L.—A. F. McConnell.
N. Y. Central.—Willis H. Failing, Frank S. Rice, Louis C. Oakley, F. V. Whiting, Wm. H. McGarr, M. A. Dow, W. S. Kellogg.
N. O. G. N.—S. M. Copp.
Pa. Lines West.—C. G. Johnson.
Pa. R. R.—S. H. Patterson, B. A. Wilson.
P. & L. E.—J. C. Grooms, Morgan Arthur.
P. M. R. R.—Gelmer Kuiper, Harry Ploeg, Geo. Chapman.
Q. & C.—Parker Dickson.
St. L. S. W.—Roy F. Britton.
S. P. L. A. & S. L.—W. C. Hussey.
S. A. & A. P.—L. W. Earnest.
Sou. Ry.—M. H. Dooley.
Tenn. Cent.—D. R. Carpenter.
U. P.—S. J. Peterson, R. M. Saum.
T. St. L. & W.—Gedder Van Brunt.
Wabash.—B. C. Winston, Z. T. Dungan, P. H. C. Remine, W. D. Hamer.
Wab.-Pitts. Term.—P. K. Soffel.

The roll call also showed J. G. Pangborn, of Baltimore, Md., and Bayard P. Holmes, of New York City, present as honorary members.

An address of welcome on behalf of the city of Detroit was then delivered by its Mayor, the Hon. Philip Breitmeyer.

Upon motion, the reading of the minutes was dispensed with, and the same adopted as printed.

A telegram from Mr. L. L. Gilbert of the Pennsylvania Lines, west of Pittsburg, was read by the Secretary.

Mr. Jones: I move you, Mr. President, that this Association send a telegram to Mr. L. L. Gilbert, of the Pennsylvania Lines, expressing to him our regret at his absence, and stating that we miss his counsel and co-operation. He is one of the valued wheel horses of the Association, and I think cognizance should be taken of this fact by sending him a telegram.

The motion was duly seconded, and unanimously adopted, the President appointing Mr. Jones to draft the necessary communication. Following is copy of telegram transmitted:

"*L. L. Gilbert, Salem, Ohio.*

"The Association of Railway Claim Agents in open session, Resolve: That we miss your genial countenance, conservative judgment and loyal interest, so long our privilege. You live in the hearts of your brethren. May God spare you to us many years with returning strength and health.

"L. L. Losey, *President.*"

On motion of Mr. Whiting, duly seconded, Mr. McMaster of the Rutland Vermont Lines, who was a visitor, was granted the privilege of the floor during the convention.

The report of the Committee on Membership was then presented by Mr. L. H. Kellogg, and on motion adopted, admitting the following roads to membership in the Association:

Ann Arbor Railroad Company,
The Colorado & Southern Railway Company,
El Paso & Southwestern System,
Evansville & Terre Haute Railroad Company,
Fort Smith & Western R. R. Co.
Lehigh Valley Railroad Company,
The Minneapolis & St. Louis Railroad Company,
Mississippi Central Railroad Company,
New Orleans Great Northern Railroad Company,
Oregon Short Line Railroad Company,
Philadelphia & Reading Railway Company,
Tennessee Central Railroad Company,
The Texas and Pacific Railway Company,
The Wabash-Pittsburg Terminal Railway Company.

On motion of Mr. Dickinson a vote of thanks was extended to the members of the Membership Committee for their very successful efforts.

Secretary Hemus then read a letter from General Claim Agent J. S. O'Flynn of the International and Great Northern R. R., to the effect that his road passed into the hands of a receiver on February 27th, 1908; and that inasmuch as the court was not paying claims growing out of liability existing prior to the receivership, it was impossible for him to

voucher for January and February, 1908, dues, but was willing to voucher for dues from March 1st, 1908, to December 31st, 1909, amounting to $18.35. On motion of Mr. Hamilton, duly seconded, the Secretary was instructed to give credit for the two years on payment of amount named.

Mr. Hemus then read a communication from J. B. Green, Claim Agent of the Midland Valley R. R. Co., in which he asked that 1908 dues be cancelled, as the officers of his road did not look with favor on the payment of same, as they did not consider they had derived any appreciable benefit. On motion of Mr. Jones, duly seconded, the 1908 dues were cancelled.

On motion of Mr. Jones, duly seconded, the name of Chicago Terminal Transfer Company was ordered taken off the list of membership, and the Secretary instructed to cancel all outstanding dues, the matter having come up for consideration through a letter from attorney for receiver for said company, to the effect that receiver was appointed in 1906, since which time he has not considered himself a member of the Association.

Secretary Hemus then presented his report as a whole, and the same was unanimously adopted.

A. A. Krause, chairman of the Committee on Recommendations, then presented the following report, which was, on motion, adopted:

Mr. L. L. Losey, President:

The Committee on Recommendations reports:—

That the chairman called a meeting of the Committee at St. Louis, Mo., on April 17, 1909, to consider the resolution referred to this committee at our last annual meeting, providing that two or three members of this Association be chosen to attend the convention of the Master Car Builders and to use their efforts in securing an inspection of cars that shall be uniform on all roads, and requiring this committee to report thereon at this meeting. Each member was requested to be present at the meeting called by the chairman, and if this was not possible, to submit his views and recommendations by letter. One of the members was away from home and failed to get the notice in time to attend; one member wrote he would be on hand, and the two remaining members notified the chairman they could not be present. All of the five mem-

bers, except Mr. Jones, Mr. Hamilton, Mr. Dickson and Mr. Dunlop, attended the meeting, and the committee thereupon proceeded to carefully consider the resolution referred to.

The pitcher goes to the well till it breaks. It had previously been apparently as well, sound, and free from the fragile ills to which all chinaware is heir as when it left the pottery where it was made. Wear and tear and the action of the elements had not weakened it. Some unusual strain or violence had at last brought it to an abrupt, untimely and ignominious end.

Railroad cars are not made of potter's clay. They are constructed of wood, iron and steel. Use and exposure to the elements weaken and damage them. Wood will decay. Iron and steel will corrode. Air, heat and cold, ice, snow and rain are all deadly enemies of all the materials employed in the construction of cars, and constant exposure enables these enemies to exercise their baneful influence, gradually but incessantly, until their work of ruin, aided by more or less violent wear and tear, is completed and their victim is consigned to the scrap-pile. Sooner or later every car will, in one respect or another, become unfit and unsafe; and right here is where the work of the inspector and repairer begins.

The importance of a careful, thorough, sufficient and efficacious system of inspection cannot be overestimated in the successful and economical operation of a railroad. Inspection, like eternal vigilance, is the price of a railroad's freedom from physical and financial wrecks and disasters. There is scarcely anything nowadays connected with the safe and proper operation of a railroad that does not involve or require inspection. Men are not employed without inspecting them medically, physically, mentally and morally, and after they are employed the inspection is continued as to the manner in which they render their service. Machinery, engines, cars, tools and materials are not purchased until every article has stood the test of a critical inspection. Operating officials are not content to leave track inspection to division superintendents, road masters, and their subordinates, but they themselves subject track and bridges to the most rigid and scrutinizing inspection with sufficient frequency to insure the safe and rapid movement of trains. And they do this seemingly with no thought of the equal necessity of inspecting engines and cars to determine their fitness for safe movement and for properly doing the work expected of them. The inspection of equipment in service is entrusted altogether to subordinates, usually denominated car inspectors, many of whom are, no doubt, capable, attentive and efficient.

Discoverable defects in engines and cars are probably as

productive of derailments as defects in tracks and bridges; yet who has ever heard of a party of officials on a trip of inspection stopping to examine trains or cars or engines to see how well or poorly inspectors had done their work? It is idle to speak of an inspection that is not made with sufficient care and frequency to discover defects, and which is not followed by an immediate repair of the defect. And if we have accidents resulting from car defects, we may know that it is due to having incapable or careless inspectors, or having not enough inspectors or not allowing them sufficient time to do their work properly.

While an inspector on one line that really inspects and repairs cannot fail to be of benefit to all other lines hauling its cars, such inspection is made primarily for the prevention of accidents on the inspecting line, and not in furtherance of any uniform system of inspection. No line owes any other line the duty of inspection, and no uniform system of inspection and no Master Car Builders agreement to that effect will ever relieve a railroad of the legal duty it owes its employees, shippers and passengers, of inspecting with proper care the cars, both its own and those of foreign lines, which it employs or accepts in the movement of its traffic; and with foreign cars this duty begins when received at the point of interchange and continues until delivered to some other line.

Master Car Builders' Rules now provide that cars offered in interchange need not be accepted unless in safe and serviceable condition, the receiving road to be the judge in cases not provided for in the rules, and that car owners shall be responsible for and chargeable with repairs to their cars necessitated by ordinary wear and tear, and by defects which render their cars unsafe or unserviceable. Included in the items which justify such repairs, are steps, ladders, handholds and running-boards in bad order or insecurely fastened, and missing grab-irons or hand-holds where required by law. The rules prescribe that hand-holds or grab-irons must be of wrought iron or steel and secured by bolts, rivets or lag screws. Master Car Builders' Rules do not undertake to place on any line the duty of an inspection for the benefit and protection of any other line, or to justify any road in accepting from another road a car as being in safe and serviceable condition, but the rules simply confer upon the receiving line the right to make necessary repairs. The aim of the Master Car Builders is not so much a uniform system of inspection as a uniform system of repairs by means of which cars can promptly be made safe and serviceable at the expense of the owner and be kept in a state of usefulness for earning revenue. The remedy is plain. Each road must make its own inspection and

repairs, and should not rely upon any other road to do so. Reforms, if any are needed, should begin at home.

Your committee therefore reports adversely upon the proposition contained in the resolution.

Respectfully submitted,

A. A. KRAUSE, Chairman.

On motion, duly seconded and unanimously adopted, the thanks of the Association were extended to Mr. Krause for his valuable suggestions.

Mr. Krause then suggested that each road be furnished with one extra copy of the printed Minutes, to the end that officers outside of the Claim Departments may be given an opportunity to see what the Association is doing. The suggestion was converted into a motion by Mr. Jones, duly seconded, and adopted.

MR. KELLOGG: "Under the head of unfinished business I have a very sad announcement to make: Since our last gathering one of our members has passed to his final reward, an employee of our own line, Mr. F. Y. McGavock."

PRESIDENT LOSEY: "I wish to say in this connection that for a number of years Mr. McGavock served under me. He was located at various points, and was a man of high character, and apparently in excellent health; a man who was such that we shall not look upon his like again for a long term of years. He became afflicted with Bright's disease during the last six months, and hurriedly approached the end."

The following were also reported as having passed away during the year, and the President directed that appropriate memorial resolutions be drafted, the committee appointed consisting of the following: J. D. M. Hamilton, chairman, G. E. McCaughan, H. B. Hull. List of deceased members follows: F. Y. McGavock, D. N. Burdge, J. W. Winget, D. W. Albright, John Rudd, B. B. Lynn, Daniel F. McCrea.

Then followed the reading of papers prepared on topics as enumerated below:

WILLIAM A. BARKALOW, Attorney, Central Railroad of New Jersey.

TOPIC No. 1—Is it advisable for the operating department to hold investigations in all accidents involving serious personal injuries regardless of property loss, taking verbatim statements of all employes, as in train accidents involving damage to equipment, the Claim Agent to be present, take part in the investigation and be furnished with copy of proceedings? Would not such investigation tend to lessen the number of accidents and thus reduce the work of the Claim Agent?

JOHN C. ROSE, Chief Claim Agent, Pennsylvania Railroad.

TOPIC No. 2—(*a*) Should the surgical branch of the service be under the direction and supervision of the Claims Department?

(*b*) Would it be advantageous to have one Local Surgeon represent all interests where two or more lines intersect or parallel each other?

(*c*) Railroad hospitals and relief departments—advantages derived and organization of.

L. L. LOSEY, Chief Claim Agent, Illinois Central Railroad.

TOPIC No. 3—Physical Examination of applicants and re-examination of employes.

G. E. MCCAUGHAN, Claims Attorney, Rock Island System.

TOPIC No. 4—Overflow Claims—

(*a*) Best method of investigating.

(*b*) Should investigation be made at time of damage or after presentation of claim?

(*c*) Are topographical surveys and use of blue prints helpful?

R. C. RICHARDS, General Claim Agent, C. & N. W. Ry.

TOPIC No. 5—Station platforms—

(*a*) Of what material should they be constructed and why?

(*b*) How high should they be above the rails?

(*c*) How far should they be from the rails?

GEORGE P. HERZINGER, Assistant Claim Agent, M. K. & T. Ry.

TOPIC No. 6—Would it be advisable to use card or loose leaf records showing stock expenditures by mile for the purpose of distinguishing localities where the largest number of stock are killed, in order to apply preventive?

F. V. WHITING, Claims Attorney, N. Y. C. & H. R. R. R.

TOPIC No. 7—Claims arising from electrification of terminals—

(*a*) How to prevent.

(*b*) Character of injuries inflicted.

(*c*) How to avoid such accidents.

(*d*) Method of handling.

D. H. KIMBALL, General Claim Agent, Great Northern Ry.

TOPIC No. 8—(*a*) How far is it practicable to prevent employes, by instruction or discipline, from going between cars or to break up practice of holding drawbars in line with foot?

(*b*) Would continuous lever tend to reduce the number of accidents?

CHARLES S. PIERCE, Assistant General Solicitor, Boston & Maine.

TOPIC No. 9—Is it advisable to start passenger trains from stations by hand signals given to the engineer, or should this be done by using air whistle on car?

L. H. KELLOGG, Assistant Chief Claim Agent, Illinois Central.

TOPIC No. 10—Fire and Stock Claims—

(*a*) Advisability of photographing and securing record of valuation of structure and contents in anticipation of destruction by fire and use of other agencies for the prevention of fire.

(*b*) Available methods for reduction of number of stock killed.

S. G. SEABROOK, Assistant Claim Agent, St. L. & S. W. Ry.

TOPIC No. 11—Should the Claims Department be required to negotiate adjustment of matters in suit?

W. L. STANLEY, Claims Attorney, Seaboard Air Line Ry.

TOPIC No. 12—Would the making of a monthly statement to each Division Superintendent, embracing all accidents, causes and cost of same, happening on his Division, tend to prevent or reduce number of accidents?

TOPIC ONE.

In the absence of Mr. Barkalow, to whom Topic One was assigned, President Losey consulted various members, with the result that Parker Dickson, B. F. LaRue and R. C. Richards consented to discuss the subject. The following papers were read by them:

MR. PARKER DICKSON:

I have not prepared a paper on this subject, and what I may say briefly is what I have found out in years of experience. I make it a rule when I get a telegram of an accident, if it is a serious one, to go myself. I do not ask anybody connected with the road anything about going or the manner of going, but I take the first train, irrespective of everything and everybody, and proceed to investigate it. I then make, when I get through, a full report of what I have done, to the officer to whom I report, namely, the general manager. The reason I do that is this: The investigation of a claim agent is different from the investigation of a superintendent. The superintendent is after the scalp of some fellow that is guilty, who has caused the accident. Some superintendents are able enough and know enough to get at the bottom of it at once, and punish the guilty. We have had superintendents who, in order that they might make no mistake, have fired everybody; then they did hit the right man.

Now, the claim agent's duty is a different one. It is his business to look at it from a legal standpoint. What is the proximate cause of that accident? What is it that caused the injury or death of A or B? It seems very simple to state what it is; and it is easy to say what is the proximate cause. It looks easy. It is a difficult thing sometimes to get at. I can best illustrate this by a case I had not long ago. I read the stenographic report of the investigation of the Transportation Department of an accident, and it resulted in that department discharging only one of the engineers of one of the freight trains.

When I got hold of the accident and got to the bottom of it I found that under the book of rules, that part of it which relates to train orders, all the rules said was that a train bound north, which is called No. 2—even numbers run north and odd numbers run south—had orders to meet a train at a certain station. That is all there was of the order. There was nothing in the book of rules requiring that train to say anything about an extra, or a second section, or a third section. In other words, it was the duty of the south-bound train, when it got to the meeting point, to pass that train. If there was another section that south-bound train would find that out by the engine carrying signals, under the book of rules, and by the two engineers answering the signals—that they have seen the signals that an extra is following, and they know all about it.

Now, in this particular case, there was more than one section of the north-bound train, and the first section of that train had orders to proceed to a station, and there end its existence, and turn around and go south again as a different train. Now, the south-bound train arrived there about an hour after the north-bound first section got there. In the meantime the two engines which hauled the latter train—it was a double-header—went off on a Y way out in the woods somewhere where nobody could see, turned around, and coupled up to the cars it was to take south, leaving the caboose at the rear; those in charge of the caboose had failed to change the tail end of the caboose, so when this south-bound man arrived he virtually met nothing; he did not see any train. What does he do? He did not know by rule whether that train had arrived or not, because he did not see it; he did not know what it was; he did not make a casual stop; he proceeded around a curve in the neighborhood of 40 miles an hour and struck the second section. He was badly injured. He was discharged from the service of the company, because he failed to observe and to know what he was doing; and that superintendent was right.

But here was the trouble. He instituted a suit for his

injuries; then is the time my report came in. I stated in my report he had no business to go past that station without knowing what he was doing, without knowing there was no other section coming. Yet there was in the book of rules, and it is in the book of rules of all roads, that when a train carrying signals arrives at a point where the signals are to be taken out, it is the duty of the conductor of the train to notify passing trains that signals are taken down, and another section is coming. If the conductor does not do it, then the brakeman should do it; and if the brakeman is not there, then the operator or signal man; and if the signal man is not there, then the section man; in other words, somebody to tell them that there is a second section coming. In this case the first section of the north-bound train failed to do anything, and the result was a collision.

The court held the proximate cause of the man's injury was due to the fact that the train crew of the other train, who were not fellow servants, had failed to notify the injured engineer about the second section, etc.; though they, as I say to you, on investigation of the transportation department, discharged that man, I believe it is our duty, knowing this, as we do, and as we ought to know what courts have held, and what are proximate causes, to reason these things out; we ought to go at these things and investigate them independent of everything and everybody connected with the road, and make a report from the Claim Department separate and distinct from every other department, and let the best one count; we do our work, and let them do theirs. (Applause.)

The following paper was then read by Mr. B. F. LaRue:

Mr. B. F. LaRue:

I do not think that it is feasible or proper for the Claim Department to mix up in any manner with the investigation made by the superintendent, or assist in meting out punishment for accidents. In the first place, the superintendent will do everything he can to hide the real cause of the accident. If you want to get the truth you have got to get it from the men.

While I was on the Lackawanna and the Erie, I took the position that if you protected the men who are responsible for the accident you usually got the truth, and when they were fighting shy of the main fact and would not give the information I would tell them if they did not tell me the truth, and I found out they were lying, I would see they were discharged; on the other hand, if they told me the truth, I would

protect them and do what I could to see that they were not discharged.

After the exact cause of the accident was discovered, if it was the result of bad operation, I would take up the matter, separately, without mentioning any names, with the management, to have the manner of handling the train movements changed.

The superintendent in making his investigation wants to get into the clear right away. He does not want to have it go to the general manager that the superintendent is at fault; and I think that nine-tenths of the accidents on the roads are caused by lack of discipline or improper rules, or winking at violations, which reflects ordinarily upon the superintendent, and he does everything in his power to hide the real cause of the accident.

If the Division Claim Agent knows his men, knows them to speak to, and they feel that he is going to protect them, they will give him the truth. The only thing the Claim Agent is interested in is getting at the facts regarding the manner in which the accident happened. He will settle the case if it is one of liability, and he will let the railroad manage its own affairs, the operating department manage its own affairs. (Applause.)

The following paper by W. F. Every, on Topic One, was also read:

MR. W. F. EVERY:

I have no theories to advance on the subject. My experience leads to but one conclusion, which is, that it is not advisable for the operating department to attempt to hold investigations in all accidents involving serious personal injuries.

This, of course, has no reference to collisions and derailments wherein investigation by the operating department is necessary. I assume that it is admitted that one of the principal reasons the operating department investigates and takes verbatim statements from crews of trains involved in collisions and derailments is that of discipline. The difference between collisions and derailments and those casualties resulting from other causes is wide and distinct. The matter of discipline is remote in the majority of accidents involving personal injuries due to causes other than collisions and derailments.

I believe it is not only advisable but entirely necessary that all investigations involving serious personal injuries be conducted by the Claim Department. The Claim Agent is presumed to be expert in his line; able to get all the facts affect-

ing the question of liability, and that is the question that makes necessary the investigation of a personal injury case. Other considerations are only incidental.

From the standpoint of general economy I do not believe it would be feasible to require the operating department to investigate all cases. If the operating official were to make these investigations in conjunction with the Claim Agent, it would mean double work, with attendant expense, and nothing would be gained. It must be admitted that the superintendent could not possibly find time to personally conduct an investigation in each personal injury case. The duty would therefore probably fall to the trainmaster, and, in view of the amount of work trainmasters usually have to do, the result would be to require an additional trainmaster on each division of the railroad. The trainmaster would not be expected to be an expert in the line of getting evidence. If he were it would not be necessary for the Claim Agent to be present during this part of the investigation; and while the work of the trainmaster in getting statements from crews might furnish some momentary relief to the Claim Agent, it would not amount to much from a practical standpoint. Even if the operating official did conduct some sort of inquiry in all cases, he could not be expected to follow up all witnesses, and he would not be justified in calling to his office anyone except trainmen whose run brings them to the terminal. The statements of trainmen, while essential, are seldom controlling.

Probably most important in all serious injury cases is the statement of the injured person. The Claim Agent must go out and get this. He is then in a position to better get the statements of others and determine with greater accuracy the true facts in the case. The man who gets to the bottom of a personal injury case must get out and hustle for the facts. Little is gained by an office investigation which contemplates seeing only a few of the witnesses.

I do not believe that the Claim Department should be willing to transfer any portion of the work of investigation of a serious personal injury case or shift any of the responsibility. To do so is simply side-stepping the work that properly belongs to the Claim Department and defeats the purposes for which the department was instituted. On the contrary, I am of the opinion that there is but one way to properly conduct the investigation of a serious personal injury case, and that is, entirely through the medium of the Claim Agent. For others to take part would, in the majority of cases, simply mean double work and usually much unnecessary work. Most important in facilitating the disposition of personal injury cases is to properly sense the measure of investigation required. This is for the Claim Agent. The operating department should

not be required to judge what cases require the fullest investigation. I thing when the operating department has furnished the usual formal reports of accidents their duty is done, so far as investigation into the facts is concerned.

Paragraph 2 of the topic asks the question, "Would not such investigation tend to lessen the number of accidents and thus reduce the work of the Claim Agent?" I do not see how an investigation by the operating department would tend to lessen the number of personal injuries in which no train accident is involved. In the average personal injury case there is little or no occasion for discipline, and in a large percentage there is small opportunity for taking action to prevent a recurrence. There are, from time to time, accidents due to conditions that may be remedied, and in those, as a rule, the remedial conditions are obvious on first report. The original reports of accidents come through the operating department, and they are, therefore, immediately in possession of facts upon which such action as they deem advisable may be taken. In obscure cases, where it is evident to the Claim Agent that the causes are not made clear to the operating officials by the first reports, I believe it is the duty of the claim department to fully advise the operating department, giving them the benefit of the full information obtained on the investigation. This can be done with practically the same promptness as though the investigation were conducted through the operating department. In considering the question of prevention of accidents, it must be borne in mind that the operating department is continually at work on increased efficiency, and is doing about all that is practicable to do in that respect.

I believe that the investigation of all serious personal injury cases falls clearly to the Claim Department alone, and I do not believe that any other method would tend to lessen the number of accidents.

Mr. Richards then read the following paper, which ended formal discussion on Topic One:

Mr. Richards:

I believe that investigations are conducted for three reasons: First, to ascertain the cause of the accident, and determine whether or not the company is liable for the damage occasioned thereby. Second, to determine what discipline, if any, should be administered to the employees of the company who may be to blame for the accident. It has been said by some of the gentlemen who have talked on this question, that investigations are made by division superintendents or divis-

ion officers for the purpose of clearing their skirts from any blame on account of the accident. I am very sorry, indeed, for anybody connected with a road that makes an investigation for that purpose. On the road I have been connected with for many years, it has never been the purpose or intention of an investigation to shield anybody who may be to blame. It has been conducted for the purpose, as I have suggested, to determine the cause of the accident; second, to administer discipline, and to prevent such accidents in future; and I believe if such investigations were uniformly held by the operating officers of the road and all the facts there brought out, it would not be necessary in many cases to have any subsequent investigation made by the Claims Department to determine whether there was anything connected with the accident which had not been brought out in the first investigation, and what action ought to be taken by the company; and I also believe if such investigations were made in a general way in all cases where an injury occurs, the Claims Department would be of assistance in developing the facts, and I am very much in favor of the proposition as advanced in this topic. I believe it would be a very good thing to do.

The subject was then briefly and informally discussed by Messrs. Jones, McCaughan and LaRue.

On motion, the meeting was then adjourned until two o'clock same day.

WEDNESDAY AFTERNOON SESSION.

On motion of Mr. Hamilton, seconded by Mr. Jones, and unanimously adopted, President Losey appointed a nomination committee, consisting of the following: R. C. Richards, S. H. Patterson and Chas. S. Pierce.

A committee was also appointed to audit the accounts of the Treasurer. On this committee were placed E. W. Sprague, W. C. Swisher, and W. C. Cartlidge.

Mr. Richards then called attention to the fact that no vote was taken for the purpose of getting the sense of the members as to the advisability of adopting the affirmative or negative of the proposition stated in Topic One. The matter was put into a motion, seconded by Mr. Jones, and declared carried in the affirmative after vote was taken.

TOPIC TWO.

MR. S. H. PATTERSON:

Before entering into a discussion of this topic, it is necessary to state that Mr. John C. Rose, Chief Claim Agent of The Pennsylvania Railroad Company, fully intended to be present to read a paper on this subject; however, circumstances over which he does not have control have decreed otherwise.

This topic, it seems to us, is one more for general discussion than for any set paper, or one rather for a recital of personal experience than for the preparation of a paper wherein an ideal course of action is defined.

(a) Should the surgical branch of the service be under the direction and supervision of the Claims Department?

(b) Would it be advantageous to have one local surgeon represent all interests where two or more lines intersect or parallel each other?

(c) Railroad hospitals and relief departments—advantages derived and organization of.

With reference to subdivision "A" of the topic, the proposition presented is governed somewhat by the relationship between the Claim Department and the Transportation Department. If the Claim organization is an independent department, or is a part of the Legal Department, the affirmative of the proposition would not be feasible, because the services of company surgeons are in great measure employed in cases of personal injury to employees which call for immediate attention and of which the Claim Department is not advised of sufficiently early to provide for necessary medical and surgical attention. Moreover, in train accidents and other emergency occurrences, the superintendent of the division through the train dispatcher's office notifies the company's surgeon, with whom the train dispatcher can readily be in touch, before any other attention is given to the occurrence; this attention to the case could not, we are certain, be as well arranged for by the Claim Agent.

If the Claim organization is a part of the Transportation Department, the suggestion might work out a little better, but we believe it would entail a great burden upon the Claim Agent. Under the present system of employing surgeons on the Pennsylvania Railroad, we find the surgeon always ready to respond to requests made for his services, either directly or indirectly, by the Claim Agent, and the surgeon has proved to be a tower of strength to the Claim Agent. Our experience, therefore, does not indicate what advantages, if any, would be acquired by changing from the present practice.

The employment agreement with the surgeon should provide for any attention that may be necessary upon request of a proper officer of the company, which should, of course, include Claim Agents and authorized representatives. This would insure to the Claim Department all that it could require in the premises.

SUBDIVISION "B":

There appear to us many objections to having one local surgeon represent all interests in the local community. In the first place, if attending an accident on one road, he would not be available in an emergency case occurring on another. Another and very serious objection to our mind is that the surgeon would soon gain a reputation of being a corporation man, and individuals and juries would be prejudiced against his views. In fact, we find frequently that where a surgeon represents but one railroad, he is discredited by the public. We can see no advantage to the companies in the affirmative of this suggestion.

We can readily see how it would be advantageous to the surgeon to have connection with two or more intersecting or parallel lines. He would become what is distinctively known as a traumatic surgeon, well informed and skillful in the generalities of traumatic surgery. On the large trunk lines, where there is a constant, heavy traffic, with accidents to persons occurring almost hourly, the local surgeon finds an abundance of experience, and it is not either necessary or convenient for one company who employs him to have him employed by another company at the same time.

SUBDIVISION "C":

This is a question of considerable breadth and much can be written upon it, but briefly speaking, we do not favor railway hospitals, or rather, hospitals conducted solely for the care of railway cases—it savors too much of the personal injury feature of the railroad business, being a pastime of the railroad companies, or rather it would have a tendency to create in the public mind the impression that injuries to persons are much more frequent than they in reality are, i. e., serious injuries. We find it preferable and politic to patronize hospitals along the lines of the railroad; this insures more prompt attention to a case and gives the local surgeon the opportunity of coming into immediate touch with the case.

We presume that if hospitals were established by the railroad companies, such hospitals would only be located at division points; therefore, employees and others injured at points distant from such terminal hospitals would have to be conveyed by means of a hospital car, or by train, and then

even in cases of serious injury the only treatment that could be administered to a patient enroute to the hospital would be simply "first aid". There are hospitals established at all important towns along the trunk lines, and we believe that it would be the most humane practice to convey the injured to the nearest hospital.

Relative to the relief department of the railroad, the advantages are manifold and reciprocal, inuring to the benefit of the railroad company and to its servants who become members of that department. In the first place, it provides employees with insurance, where many, on account of the hazardous employment, could not make such provision; and by virtue of their membership they receive accident benefits when injured, and sick benefits when disabled on account of sickness. In case of death, the member's next of kin, or such person as the member may designate as his beneficiary, is entitled to the death benefit, the amount of which is based upon the class applied for by the employee when entering the relief department.

We believe that membership in the relief department teaches the employee to be more provident and leads him to habits of saving, as many of the members are depositors in the Pennsylvania Railroad Employees' Saving Fund. Some employees are very improvident and fail to provide for the future welfare of themselves or their families, by either insurance or yearly savings, so that when calamity comes, taking away the bread-winner, many widows and orphans are left destitute.

There are numerous instances where the head of a household has been suddenly called away by death through accident or sickness, in which the family is in a measure indemnified for the sudden taking away of their provider, and on account of the benefits which accrue to a widow and orphans from the voluntary relief department, the mortgage has been lifted and the home saved. There are many cases of sudden death in the perilous life of trainmen where there is no liability on the part of the railroad company for the death and where, of course, the company is not legally obliged to pay, and it is in these cases that the relief department proves to be a boon to those who survive.

Many railroads have considered the relationship between the company and its employees as solely an economic one and have, therefore, frowned upon such institutions, especially where it seems that the company is required to contribute from its funds large sums of money without definite return. The relation between the master and the servant is moral as well as economic, and we think the experience of the com-

panies which have instituted relief departments fully justifies the view that it is one of the most valuable departments of the service.

When the relief department of the Pennsylvania Railroad Company was instituted, many of the employees opposed it, believing that it worked an injustice to them and their personal interests; that it deprived them of a portion of their salary from which they would not receive a just return; but we believe that all objections have been overcome and entirely removed; that the men now believe that it is to their interest to join the relief department, and they are giving to it their hearty support. Prior to the establishment of the relief department, the men were obliged to subscribe to the support of the injured by subscription papers or books being circulated, and the amounts usually contributed by the men amounted to more than their contributions to the relief found; and these subscriptions, of course, gave them no personal protection whatever, which protection they now have for a less sum than they usually contributed to the relief of the injured, and also for the relief of the widows and families of those called away suddenly by death.

As already stated, the employment of a trainman is a hazardous one, and many of them could not secure insurance in other insurance companies except by paying excessive rates.

Topic No. 2 was then informally discussed by Messrs. Pangborn, Hamilton, Jones and McCaughan.

At this juncture Mr. Parker Dickson was called to the Chair, and Mr. L. L. Losey read the following paper on Topic Three:

TOPIC THREE.

Mr. L. L. Losey:

That form of inspection classified as physical examination, although not coeval with other forms of inspection, is neither new nor is the subject trite. The discussion of an agency which has already wrought a distinct improvement in railway economy with yet undeveloped possibilities cannot become stale or outworn. Physical examination stands out conspicuously today among the important factors or agencies which make for humanity, the safe-guarding of human life and the conservation of property.

Experience has so clearly demonstrated its value that it may well excite our wonder that strong, alert, resourceful

railroad managements, usually prompt to utilize every agency promising economic advantage, have been so tardy in its adoption, that on many systems it is yet in its infancy, practically limited to a single purpose—the test of visual power—and by the crudest methods, conducted in the main by laymen, unskilled, unequipped and obviously incapable of making intelligent tests, and it is greater marvel that on a few of the great railway systems it has never yet been adopted even in an elementary form.

Whatever diverse opinions have been held in the past, regardless of the fact that as yet it has not been universally adopted in a comprehensive form, the wisdom and propriety of installing a thorough and rigid system of physical examination upon every railway system has ceased to be a question for polemic discussion, its utility being conceded by the most intelligent and thoughtful men.

The Claim Agent realizes the value of simple prophylactics and is keenly sensible of the appalling cost of cures, and to assume that you had not considered this form of prevention in its various phases would be to challenge your interest and discredit your fitness. Such arguments as I may adduce have doubtless appealed to you, and at most I may only hope to strengthen your interest in a subject so vitally important.

For convenience it may be divided into the following subtopics, all related but each of sufficient importance to deserve separate consideration.

In the order of their importance they may be classified as follows:

First: Visual power.

Second: Its cognate—Color perception.

Third: Aural sense or the faculty of hearing.

Fourth: Hernia and lesser physical defects.

Fifth: Mental qualifications evidenced by education and natural endowment.

Sixth: Moral fitness tested by high standards.

As causation and cure are the special province of the surgeon, I will limit this paper to the discussion of conditions, and so far as possible employ simple terminology befitting a layman, avoiding technical terms, so dear to the heart of the opthalmic and general surgeon and investing his profession with so much awe-inspiring mystery.

VISUAL POWER.

Sight is defined as the faculty of vision, and they are here treated as synonymous, however differing in special definition. To illustrate one difference: Pointing to two ladies across the street, one of whom was strikingly beautiful, the other the

exact opposite, an observer, less gallant than truthful, remarked that the one was a vision, the other a sight.

The waning power of a once normal vision is perhaps more reluctantly admitted than any other physical infirmity, especially if due to natural causes, and although conscious of ocular deficiencies arising from senility or other causes not traumatic in origin, nor due directly to accident in railway service, engineers and others whose positions depend upon normal vision, unable to rise superior to selfish considerations, resort to subterfuge to conceal visual defects, congenital or senile, which constitute a perpetual menace, unmindful of the tragedies they thus invite.

In some instances they have even had the temerity to substitute others, who, assuming their names, successfully passed examinations, and transferred to them the surgeon's certificates attesting it.

The most common forms of defective vision arise from—

Presbyopia, or senile failure of sight accommodation.

Astigmatism, or inability to bring the rays of light to a focus.

Myopia, short or near sightedness.

Hyperopia, far sightedness,

or some form traumatic in origin. The detection of these and kindred defects is beyond the ken of the layman and challenges the skill of the opthalmic surgeon. A life insurance company writing risks upon examinations made by its agents would be at once discredited and ridiculed. I submit that examinations by superintendents, trainmasters, and other operating railway officers would be equally inconsistent. No branch of commercial activity requires keener or more unerring vision, and however intrepid the engineer, if unable clearly to distinguish objects and to correctly interpret signals near or remote, he accepts the responsibility for human life, he is culpable in the highest degree, and the railway, knowing and disregarding his defects, is a sharer in his guilt.

Not until 1880 was an organized test of visual power instituted upon any railway system of this country, the Pennsylvania Railroad Company being the pioneer. One year later the Illinois Central Railroad Company inaugurated a like movement. Since then other railroad companies at different dates have followed their lead.

I am aware that physical examinations have been covertly evaded, if not openly opposed, in some instances by subordinate officers who have instated employees without examination upon the plea of emergency, when favoritism or extraneous influence was the moving cause, nor am I unmindful that the railroad company has been heavily penalized on this ac-

count. Certain bodies of organized labor have in the past led the opposition to physical examinations, but I believe opposition from this source is fast fading away under convincing evidence of its efficiency, as it is manifestly the interest of every railway order to maintain a high standard of individual efficiency in its membership.

Even surgeons at times obstruct its proper administration by certifying to the fitness of applicants obviously disqualified, and especially those already in service under reexamination, and when questioned urge in extenuation of a farcical examination that they did not want to stand between the man and his employment. I have no patience with such deception and no respect for maudlin sentimentality or inability to rise superior to personal bias. Such misguided sympathy in imposing upon the service men conspicuously unfitted is little less than criminal, and invites appalling disaster. To such weaklings, I commend the reply of Hamlet, who when chided by his Queen mother for the death of Polonius answered, "I must be cruel only to be kind." As well might he refuse to minister to the sick lest he delay the collection of an insurance policy upon the life of the sufferer. This is not the fault of the system, but the weakness of administration. It nevertheless imperils alike the nocent and the innocent.

COLOR PERCEPTION.

Color blindness—defective chromatic sense—or more simply defined, inability to distinguish one color from another, although doubtless ancient in origin as man himself, apparently remained undetected until within a comparatively recent period, and on account of its unique character, I may be pardoned for referring briefly to its history and manifestations. Its existence does not imply sub-normal visual power, but a lack of color perception. The earliest written account of this phenomenon was by John Dalton, a distinguished English chemist, in a paper entitled "Extraordinary Facts Relating to Vision of Colors," read before the Manchester Literary and Philosophical Society in 1794. This was not the result of research, but an exploitation of the defect as manifested in his own vision. More than half a century later this was followed by a somewhat elaborate work by Dr. George Wilson of Edinburgh, published in 1855, entitled "Researches in Color Blindness," embodying the results of his investigation of a large number of cases. It was then permitted to lapse into obscurity, from which happily it was rescued in 1877 by Dr. Holmgren, an eminent Danish surgeon, whose learned discussion of the subject awakened a keen interest and exercised a wide influence upon railway and marine service. Thus the exam-

ination of railway employees for color perception originated in the Scandinavian Peninsula in 1877, spreading thence to the rest of Europe and developing in our own country first in Massachusetts in 1880. A new impetus was given the subject and greater safeguards adopted—although not universally—through the influence of a volume entitled "Color Blindness, Its Dangers and Detection," written by Dr. B. Joy Jeffries of Boston, published in 1879, which included with his own extensive researches all of value from other sources which had preceded it. This was didactic in character and exhaustive in research. These with occasional lectures and magazine articles practically cover the literature and bibliography of this phenomenon. That the subject commanded general interest and was not regarded as prosy is attested by the fact that in a poem in defense of the right of religionists to assert different dogmas, our own poet, Dr. Oliver Wendell Holmes, himself eminent in the field of medical research, dropped into the following verse:

> "Why should we look one common faith to find
> Where one in every score is *color blind?*
> If here on earth they know not *red* from *green,*
> Will they see better into things unseen?"

It is common to the sexes but predominates in the male. In exceptional cases it is said to develop from disease, accident and excesses, but in such cases passes with the ailment. With rare exceptions it is either hereditary or congenital, and incurable, and may not even be mitigated. It may be present in one or both eyes. About one man in twenty is unable to discern the nicer shades of color, and one in fifty unable to distinguish certain primary colors from each other, or is totally color-blind. It is seated in the region of sensation and not in the visual apparatus. It increases as we descend the social scale, and reaches its highest development among the Jews. The colors most confused are,

Red and brown with green.

Purple and green with blue.

Red with black.

Light hues of all sorts with white.

Dark shades with black.

Yellow and blue are usually seen correctly. Artificial light sometimes lessens the defect.

As twenty-five per cent of employees are engaged in engine, train and switching service, the importance of this defect becomes at once apparent. It is not enough that the employee found to have this disqualifying defect has a long record of uninterrupted freedom from serious accidents. An appalling accident might quickly follow the discovery of the

defect, due not to indifference nor such sentimental considerations as controlled the Irish flagman, who being instructed in the use of flags, when asked if he would be certain to wave the red flag in case of danger replied, "Shure I will, unless there's a green one handy." Such men should be transferred to a branch of the service free from this peril, for upon the power to recognize the color of signals, whether by flag or lantern, depends the safety of the train.

HEARING.

That efficiency demands an acute sense of hearing should need no argument. Ability to correctly understand every vocal and mechanical signal dependent upon the ear is one of the highest essentials, and in importance is the twin sister of sight. We daily witness disputes between operatives as to such signals, out of which not infrequently grow litigations which might be averted if each measured up to the standard fixed by the systems with which I am associated, that is, ability to distinctly hear a loud whisper at a distance of twenty feet.

HERNIA.

More than three per cent of all applicants examined for service are rejected for hernia. It is the most common ailment and dangerous agency employed in the perpetration of fraud, and of all pre-existing injuries made the basis of fictitious claims, the most difficult to defend against.

Although multiform in character, inguinal and umbilical forms being most frequent, are specially selected for assault upon the railway treasury. The fact that even surgeons cannot always determine by examination whether the hernia is ancient or recent in origin affords special advantages for the perpetration of this form of fraud, and emphasizes the necessity of rigid examination by competent surgeons for this defect, whether in complete or incipient form, before the applicant is permitted to enter the service. Only such precaution will close the door against its employment as an agency of fraud. In its incipient stage, while easily discovered by skilled surgeons under approved tests, it escapes detection by laymen. This pre-disposition through weakened walls may readily be developed and unjustly ascribed to an accident, and surgeons occupying the lowest plane in their profession are found to support this contention, their opinions being accepted by jurors of like mental and moral fiber. It is rarely due to traumatism, but through congenital deficiencies developed in childhood and adolescense, in middle life at times through minor accidents with pre-existing tendencies, and later through dissipation and old age. While not ethnological,

it is most frequently found in representatives of alien races, Russians, Poles, Hungarians, Italians, Lithuanians, and Bohemians predominating. These constitute the lowest types of the cosmopolitan element in railway service. Frequently physically deficient, densely ignorant and grossly immoral, vicious and distrustful, nursing prejudices born of oppression, real or fancied, suffered in their fatherland, thus wanting in the sense of moral proportion, they become the pliant instruments of wrong in the hands of shrewd padrones, self-seeking lawyers and surgeons, whose honor is measured by greed. The mission of the surgeon does not end with his detection of physical defects. He circumvents the youth, who, as a minor, casting aside moral considerations, certifies to his majority in his application for service, thus placing the record of his fraud in the hands of the railway as a defense against subsequent claims for injury.

The Systems with which I am associated, in their relation to physical examination, stand abreast with the most advanced both in method and standard. These examinations, however, extend only to men in train, engine and yard service. I believe they should also embrace trackmen, shopmen, bridgemen, and others, the examinations varying in form with the degree of danger surrounding the employee in each of these classes, as well as those associated with him.

The examination of these added classes could be conjoined with vaccination, which is imperative, and with little added cost. Thus, by the process of elimination the service would be divorced from all physical incompetents and placed upon a high level of efficiency, for the strength of the whole is the sum of the strength of its individual units, and however masterful the management, if employees are deficient, ideal service is impossible.

Examinations should be conducted solely by the surgical department and by surgeons specially designated by the chief surgeon, selected not only for their professional skill and thoroughness, but freedom from sentiment, sympathy and extraneous influence. Re-examinations should be made periodically, varying with the danger of the employment, and in special cases at the instance of the employing officer, when he suspects disqualifying defects. A careful record should be made of every case. This latter is frequently of great value to the Claims Department. Disqualifying defects are so well understood that I need not here refer to them by name.

For the purpose of comparison of methods, scope and standards, I investigated seventeen roads, which I regard as fairly representative of the systems of this country, with the following results epitomized:

Two conduct no physical examinations whatever.
Three conduct examinations by operating officers.
Two limit examinations to visual power and hearing.
One uses both natural light and lantern test.

Few cover the entire field of physical examination. They show that examinations were instituted in various forms at different dates ranging from 1881 to 1908, and are in the main limited to trainmen.

Of the roads consulted, six kept no records. Of those keeping records, disqualification ranges from 1.8 per cent to 16 per cent of those examined, furnishing conclusive evidence of a lack of uniform standard and thorough test in the face of the demonstration that under properly conducted examinations—

Eight per cent of applicants should be rejected for defective visual power.
Three per cent for color blindness.
Three per cent for hernia, and
Three per cent for other physical disqualifications.

These perfunctory tests afford good ground for the charge that the tendency of the age is to hold human life in light esteem and measure it by the low standard of commercial value, a tendency greatly to be deplored, but aptly illustrated by the dog fancier, who when summoned by his friend, the proud father of triplets, to call and see them, carefully inspected each, and placing two apart from the third, remarked, "Mike, they are a fine lot, but I believe if I were ye I would save these two."

The report of the Interstate Commerce Commission for the year ending June 30, 1907, being the last published, shows that 11,839 persons were killed and 111,016 injured, an increase of 11.50 per cent in fatal and 13.62 per cent in nonfatal injuries, as compared with the preceding year. It has been estimated that 5 per cent of these casualties was directly due to the physical defects of employees.

If this estimate is correct, and I believe it conservative, we are confronted with the appalling fact that 592 lives were needlessly sacrificed and 5,550 persons needlessly injured within one year by the railway systems of the United States.

Distributed upon a numerical basis among the classes affected,—

127 trainmen were killed and 2,037 injured;
9 switch tenders, crossing tenders and watchmen were killed and 54 injured;
3 station men were killed and 200 injured;
11 shopmen were killed and 983 injured;
43 trackmen were killed and 555 injured;

1 telegraph employee was killed and 6 injured;
33 other employees were killed and 546 injured;
31 passengers were killed and 652 injured;
334 others, not employees or passengers, were killed and 517 injured.

The railroads of this country cannot and will not regard with indifference this fearful annual toll paid to death and injury, which might be avoided by thorough and general physical examination. A plea for this comes alike from the tomb, the couch of pain, and the treasury.

Engines, cars, appliances, structures, bridges, timber, stone, iron, wood, and all inanimate agencies entering into construction and equipment are thoroughly inspected before used, by competent men employed for this special purpose, and structures and equipment are thereafter regularly critically inspected, and it is one of the anomalies of the railroad service of this country that steam railway operation was carried on for nearly half a century before the idea of physical examination of employees in any form was considered. If a bridge failed, and through discoverable defects a train was precipitated with loss of life and limb, a justly indignant public would exact not only compensatory, but punitive damages, if indeed the officers responsible were not haled into court to answer the grave charge of manslaughter. Would they be one whit less culpable if by reason of physical defects in the employee, which might have been foreknown by examination, an equally appalling accident occurred? Are defects in railway operatives less important or less to be considered than defective metal, wood and stone?

The trend of public sentiment in this country is to follow European precedent, and to compel railways by law to contribute to the support of injured employees, however injured. Even now, many employees with slight injuries and no certainty of legal recovery, nurse them with the affection of a fond mother for her tender infant, and what illimitable possibilities would be opened up for fraud through simulation or exaggeration in event of such legislation, can only be conjectured.

Of the States penetrated by the railway systems which I represent, Alabama alone by statute requires examination before admission to service, but does not require re-examination; and while comprehensive in scope, underestimating its importance, operating officers are designated to conduct it. I believe uniform State legislation in this direction, requiring, however, that surgeons conduct the examinations, would not only not impose a burden, but be of distinct value to railway service.

EDUCATION.

With a beneficent system of public schools, co-extensive with the nation, open to every youth in the land, however humble or obscure, there is little excuse for failure to acquire at least an elementary education.

Every moral and material advance has been wrought through the agency of education, either collegiate, elementary, or self-acquired through study, application, observation and absorption.

The past generation of railway men knew that certain causes would produce certain effects. Only the present generation knows why. The age demands a reason; and I need not urge that important railway interests secure in the hands of educated men cannot safely be committed to the ignorant and illiterate.

Ignorance and illiteracy are the handmaidens of vice, and the foes of advance. Education and morality are inseparably linked, and that moral illiterates are found does not disprove the rule. That the records of criminology show that only a negligible per cent of criminals can read and write is an unanswerable argument in support of the necessity of selecting men for railway service equipped at least with an elementary education.

MORALS.

The leopard may not change his spots, nor can the unlettered moral leper conceal his vices. To him the hope of reward offers no incentive to righteous endeavor and the fear of punishment imposes no restraint. He can be appealed to only through his passions and emotions, is incapable of regeneration or uplift, taints the moral atmosphere, contaminates his associates, and lowers the standard of service.

In this age marked by extraordinary development in railway affairs, when time is made to pay tribute to unparalleled mental and physical activity, when genius seems to have had a reincarnation and every legitimate agency is brought under contribution to safety and success, when masterful guiding minds are wrestling with complex economic problems, and each railway is contending for a place in the front rank of the world's great carriers, none may treat as inconsequential, nor lightly regard the just appeal for thorough physical examination.

If it were necessary to enumerate the advantages which will accrue and the evils which will be averted by thorough physical examination, to the following might be added an almost infinite list:

It will close the avenue to the instatement of men, physically or otherwise unfit, by subordinate officers sometimes

prone to permit personal friendships or fraternal bonds to become stepping stones to employment.

It will interpose an effective shield against personal and political importunity to employ inefficient men.

It will, properly administered, eliminate a sentimentality inconsistent with conscientious examination.

It will deny employment to vicious men and divorce from the service men whose evil influence tends to lower ideals.

It will mark an improvement in the personnel, elevate the physical and intellectual standards, and result in a moral uplift inevitably reflected in reduced cost of operation.

It will give assurance of better service upon the part of employees.

It will lessen the number of fraudulent claims.

It will result in the earlier cure of wounds through freedom from blood taint.

It will reduce the number of accidents and thus conserve human life and property.

It will attract and encourage a higher class of operatives to enter the service.

It will deter men of low physical, mental or moral standard from applying for employment, confronted with the certainty of rejection.

It will postpone access to the pension fund until the maximum age has been reached.

It will give to the public assurance of greater safety, and thus stimulate travel.

The plain dictate of humanity, a just regard for the rights of the public which they serve, and the conscientious administration of the vast financial interests committed to them, demand of railway managements that the great army of employees, upon whose fitness depends their own safety, the safety of their associates, of passengers, and travelers upon the public highway, as well as the protection of property, shall be tested for efficiency by high and uniform standards; that the tests be conducted not by novices but by skilled professional men, uninfluenced by friendship or sympathy, and I sincerely hope that the day is not distant when this practice shall become universal, if need be, through popular demand enforced by statute.

TOPIC FOUR.

MR. G. E. MCCAUGHAN:

This class of claims, always large, is, like other damage claims against railway companies, becoming larger.

In the various State and Federal courts, being independent of each other, we find great confusion of opinion, and in determining the question of liability, regard must be had not only to the State in which the claim arises, but to the court in which the action, if brought, will be tried. An exhaustive review of the law would occupy volumes, and will not be attempted, but a few references may be at least illustrative:

THE DUTY IN REGARD TO CONSTRUCTION.

Plaintiff sued for damage by back water, alleging a certain culvert was not of sufficient size. Certain stacks had been placed on a knoll 18 inches higher than the surrounding land, and this knoll had never been covered with water before. Defendant argued that "if the plaintiff had no reason to anticipate that these stacks would be flooded by reason of the insufficient culvert, the defendant could have no reason to anticipate it." In the language of the brief, "Each party had precisely the same means of gauging whether such a storm would occur, and, if so, whether the culvert would or would not prove adequate to keep the water from the stacks." But on this point the court said:

> "There was a duty imposed upon the defendant to learn all the conditions which it reasonably could to enable it to build a safe culvert. It was its duty, when damming the run, to ascertain the character of the stream, how it was fed, how it had been affected by previous rainstorms, or was, from its topographical position, likely to be affected by floods from future rainfalls and thaws. Then it was its duty, through its engineers, to calculate the space required to carry any volume of water which could reasonably be anticipated, and then to construct a culvert with a capacity and of a design calculated to accomplish this purpose."
>
> Perrine v. R. Co., 62 Atl. Rep. 702; also reported in 62 Cent. Law Journal, 237. See also St. L. S. W. R. Co. v. Rollins, 89 S. W. R. 1099.
>
> "It is the duty of a railway company in building its railway when it crosses a stream or low land, to provide passageways for the water reasonably sufficient to allow it to flow through without being diverted from its natural course or being backed up so as to cause damage to the property of another. It must anticipate and make provision for such floods as may occur in the ordinary course of nature. It must foresee and provide for unusual storms, such as occasionally may occur, whether they are called ordinary or extraordinary. But a railroad company in building and constructing its road, bridges and culverts is not bound to provide for unprecedented flood, nor is the railroad guilty of negligence in failing to provide for a flood which is not only extraordinary, but unprecedented, and could not reasonably have been foreseen."

The above instruction approved by Iowa Supreme Court in Blunck v. C. & N. W., 115 N. W. R. 1013; also see Smith v. C. B. & Q., 115 N. W. R. 755.

> "The duty of maintaining a railroad in suitable and proper condition so as to not unnecessarily injure adjoining properties is a continuous one, and is by no means ended with the first construction of the road. Ditches have a tendency to fill, embankments wear away, surrounding conditions change, and experience often demonstrates defects in the original design. The duty to meet these changing conditions with reasonable care and prudence is a never ending one." * * "It is a duty which can only be discharged from day to day and from time to time in the maintenance and operation of the road."
>
> Morse v. C. B. & Q. (Nebr.), 116 N. W. R. 859.

Under this last opinion, if followed, a railway company can never feel safe. It may use the greatest care in measuring the watershed and in making inquiry as to prior floods, and at enormous expense build accordingly. A storm may then occur which is unprecedented in character, and for damages resulting even because of insufficient waterway the railway will be exonerated. But this storm now constitutes a precedent and the duty is imposed of now changing the waterway to comply with new conditions, and so ad infinitum.

It is practically held in Fairbury Brick Company v. R. Co., 113 N. W. R. 535, the "Act of God" defense can be interposed only once—a holding of doubtful correctness.

In some States we find provisions for the submission of plans for interlocking plants to the railway commissions for approval. It is suggested that it would be only fair if some such provision were made as to other structures, and if constructed according to plans approved by the commissions should be regarded as proper and sufficient, no action being permitted for improper design, but only for negligent construction or maintenance.

PERMANENCY OF DAMAGES AND STRUCTURE.

> "Where the damages are of a permanent character and go to the entire value of the estate affected by the nuisance, a recovery may be had of the entire damages in one action."
>
> "So, too, when the nuisance is of such a character that its continuance is necessarily an injury, and it is of a permanent character, so that it will continue without change from any cause but human labor, it is held the damage is original and may be at once fully compensated."
>
> (Wood on Nuisance, 3rd Ed., Sec. 869, quoted and the authorities reviewed in Virginia Hot Springs Co. v. McCray, 56 S. E. R. 216. See also Gartner v. R. Co., 98 N. W. R. 1052).

But these decisions contemplate the proper maintenance of the structure or improvement, and for damages caused by failure to so maintain, successive recoveries may be had.

(Wallingford v. R. Co., 107 S. W. R. 781; Ry. v. Anderson, 62 Nebr. 456; Willetts v. Ry., 88 Iowa, 281.)

SURFACE WATER.

An Oklahoma lawyer, after exhaustive study of the books, said: "There is doubtless no topic of law upon which the authorities have been more in conflict than upon the question of the right of obstructing surface water, and of determining what are surface waters."

In 30 A. & E. Enc. Law (2nd Ed., p. 323) we find this definition: "Surface waters may be defined as waters on the surface of the ground which are of casual or vagrant character following no definite course and having no substantial or permanent existence, and which are lost by being diffused over the surface of the ground, through percolation into the soil and by evaporation." After some elaboration, the author says: "Whether water is or is not surface water must be determined from the peculiar facts in the case in which the question is presented."

The same authority says: "Under the rule of the civil law, which has been adopted in many jurisdictions in the United States, the right to drain surface waters is governed by the law of nature, as between the owners of adjacent lands, and the lower proprietor is bound to receive the surface waters which naturally flow from the land above, and cannot do anything to prevent such flow which will cast it back upon the land above. Thus, railroad companies, in the construction of their roadbeds, must use reasonable diligence not to interfere with the flow of the surface water, and have been held liable for injuries resulting from their failure to do so." But, "under the common law rule which exists in many jurisdictions, surface water is regarded as a common enemy, and every landed proprietor has the right, as a general proposition, to take any measures necessary to the protection of his property from its ravages, even if in doing so he prevents its entrance upon his land and throws it back upon a coterminous proprietor. The damage resulting in such case is regarded as damnum absque injuria, affording no cause of action."

In handling surface water claims, therefore, it is necessary to look to the law of the particular jurisdiction to determine what is surface water and which general rule applies, and what modifications of such rule have been adopted.

SOME ACTIONABLE INJURIES.

A troublesome class of cases is that in which it is alleged sickness has resulted from improper control of water:

"If a railroad company in the construction of its roadbed intentionally obstructs a natural drain, thereby causing water to accumulate and form a stagnant pond, amounting to a nuisance near the residence of another, and producing illness among the members of the family of such person, the railroad company will be liable to him for damages arising therefrom. The plaintiff by his pleadings and evidence, having presented a case proper to be submitted to the jury under the foregoing theory, it is no cause for the granting of a new trial that the judge charged the jury: 'It (the railroad) is not bound to guard against every possible contingency which may arise, and which may result to the injury of the property or the health of others, but it is bound to so construct and keep and maintain its culvert that the accumulation of water from rains or other causes, which in the usual course of events is likely to occur, may not cause ponds or other formations of water, such as will endanger the health of the adjoining landowners.'"

(Cent. Dig. vol. 37, Nuisance, p. 147).
Georgia V. & A. Ry. Co. v. Jernigan, 57 S. E. R. 791.

Where a riparian owner erected wing dams, whereby the current of the river was deflected so that at each successive rise of the river it washed away a portion of the land of the opposite owner, he was entitled to maintain successive actions for the successive injuries.

Railway Company v. Mosely, 98 S. W. R. 128.

Damages arising from the occasional flooding of land by reason of an insufficient waterway, causing surface water to be dammed against the railway embankment, are not original but continuous. The damage as well as the structure must be permanent, i. e., all the damages must accrue at one time in order that one adjudication shall be a bar to future actions.

Harvey v. R. Co., 105 N. W. R. 958.

Where a railway company constructed ditches and excavations, creating reservoirs from which water reached and damaged plaintiff's land, the company was held liable, though the water escaped by percolation.

Railway Co. v. Shulen, 95 S. W. R. 717.

PROXIMATE CAUSE.

There can, of course, be no recovery unless the negligence of the tort feasor is the proximate cause of the damage.

It was held the following instruction should have been given:

"If you find from the evidence that the flood was of such character that it would have injured plaintiff's land and crop to the same or a greater extent, even if said railway line had never been constructed at all, then you will find for the defendant, even though you find the passway under defendant's bridge across Wheeler Creek was not sufficient to carry such water, and even though you find that defendant was negligent in not making other passways under its track in that vicinity."

M. K. & T. v. Bell, 93 S. W. R. 198.

While a railroad was not liable for the existence of stagnant ponds near plaintiff's residence, not on the railroad company's right of way, to the creation and existence of which no act of the railroad company contributed, yet, if such ponds existed and constituted a nuisance, and a nuisance of like character existed at the same time through the act of the railroad company on its right of way, and the two combined resulted in complainant's injury, the railroad company would be liable for such proportion of the injury as resulted from the nuisance created by it.

McFadden v. R. Co., 92 S. W. R. 989.

GRANTEES MAY SOMETIMES ESCAPE LIABILITY.

The mere continuance of a structure by a lessee or grantee is insufficient to charge such lessee or grantee with liability in the absence of knowledge or direct notice that such structure constituted a nuisance.

Central Trust Co. v. R. Co., 57 Fed. 441;
Avery v. Electric Co., 59 L. R. A. 858;
Smith v. R. Co., 119 N. W. R. 669.

MEASURE OF DAMAGES.

Depends so much on the peculiar facts of the case in hand and the law of the jurisdiction in which the cause of action arises, that no attempt will be made to here state a rule. But it is always best when a claim is presented to carefully look into this question before making or declining a settlement.

INVESTIGATION.

While the topic as presented makes three divisions of the question of investigation, in this paper the matter is considered under one head.

When a flood occurs indicating that claims for damages may arise, investigation should be promptly made of all conditions. Generally a survey is necessary, and often contour maps of a large area, showing the various elevations, extent of watershed, high water marks and every other particular that may properly be shown upon the map. In addition to this survey, while the flood is at its height, if possible, photographs should be secured. Statements from witnesses should be obtained as to prior floods, especially the statements of the oldest inhabitants. In these statements the former high water marks should be shown, as well as those of the flood under investigation. If the damage is to crops, investigation should be made as to crops on lands in the neighborhood admittedly unaffected by any negligence possible to be charged against the railway. Particular inquiry should be made as to the character and condition of the crops

on the submerged lands and comparison made with crops on other lands not affected by the flood. The previous yield of lands in the vicinity and especially on the lands of the claimants should be inquired into. If the claim arises from the obstruction of a stream, it is very important to secure the up-stream and down-stream elevations. The size of the waterway as compared with public structures across the same stream should be shown by the engineers; also cross-sections of the bed of the stream at various points as compared with the waterway at the bridge. Careful inquiry should be made as to whether dams have given way, causing an unusual downpour of water. The general effect of such a flood if there had been no railway constructed should also be looked into, and if the railway has been entirely submerged, careful record of that fact should be preserved, for if the water became so high as to submerge the track, it is to be assumed that the railway structures did not contribute to the damage sustained by the adjacent owners, and the case would come within the principle of the Bell case hereinbefore referred to. Prior to the filing of the claim it is not generally regarded as good policy to investigate as to the particular damage sustained by individual claimants. Surveys and general investigation can be made for the purpose of obtaining data for guide in reconstruction or future operations, but if we assume to investigate specific cases wherein claims have not been made, the very act suggests a claim, which might otherwise not be presented. In a certain case in mind, the high water in a town flooded several large stores, doing great damage to contents. It was urged that immediate steps be taken to ascertain the extent of loss from the respective owners, but the claim department objected for the reason that it would suggest to the owners that the company felt it was liable. No inquiry was made, but investigation proceeded on the lines of survey, measurement of waterway, capacity of channel, former floods, etc., and in this instance in following up a stream it was discovered that far above the town a reservoir had broken, precipitating a vast volume of water, which contributed largely to the actual damage, if it was not the sole cause. It is true, the rainfall was extraordinary, but without the flood from the reservoir it is believed the channel and bridge would have been sufficient to take care of the water. Nearly a year has elapsed since this occurrence and claims have not been presented. It is still possible they will be, as the statute of limitations has not yet run.

Referring to the question of surveys, it is the judgment of the writer that this is probably the most important part of investigation. It is not clearly seen how a general flood con-

dition can be properly investigated without elaborate surveys by competent engineers.

It will be found, occasionally, that the character of structure necessary to avoid liability is prohibited by good engineering, safe construction and cost, and that it is better to pay the occasional damage sustained by adjacent owners. Sometimes, in such cases, the adjacent land may be purchased, and in reselling the instruments of conveyance should contain such conditions and reservations as to create a perpetual bar to future claims.

It also sometimes occurs, where it is feasible to make changes, that a contract may be made with the claimant, by which, in consideration of such changes or new structures and, perhaps, an additional cash consideration, such owner waives all future claims for damages and, if properly prepared and recorded, such instrument will estop claims by future purchasers of the premises. Many such agreements have been made, the annoyance of recurring claims avoided and money saved.

Therefore, when a case of this character arises, the claim agent or adjuster, accompanied by an engineer, should go on the ground and together look the premises over with a view to determining:

(1) Whether the claim is well founded from an engineering standpoint;

(2) What measures could be taken to remedy the trouble;

(3) Investigation as to the actual damage sustained;

(4) A recommendation to be submitted to the proper officers on the basis of settlement for past, present and future damages, the same to be expressed in a written instrument, with covenants running with the land, duly acknowledged and recorded.

TOPIC FIVE.

MR. R. C. RICHARDS:

In discussing the topic assigned to me I shall assume that the committee had reference to passenger platforms only and shall confine myself to platforms for such stations.

Like everything else connected with a railroad, the station platform has been largely a matter of evolution. In early days all platforms were, I think, constructed of plank and were of various heights, widths and lengths. Gradually a change has taken place, both in the material used in the construction and the height, width and the length, but as yet no general uniformity has been reached, although great improvement has been shown and an effort generally made to

construct the platforms of such material as will make them not only safe but also permanent and convenient. This question was recently considered at a meeting of the Association of Operating Officials of the Northwestern Line, at which meeting the committee appointed made report, from which I quote the following:

"A passenger platform should in all cases be commensurate with requirements from an economic, practical and also artistic standpoint. While the economic or practical side of the question is presumably the paramount issue, we should not lose sight of the artistic side, and an expensive, important and beautiful station building, correct from all points of architecture, should have attached to it a correspondingly befitting platform, while a building of lesser importance and lesser cost should be equipped with a platform of lesser cost.

"Class 'A.' Brick platform with concrete or stone curb to be used with permanent station buildings of greater importance, such as terminals and densely populated cities where trucking is very heavy.

"Class 'B.' Brick platform with plank curb to be used at less important stations of permanent character.

"Class 'C.' Stone screening topped platform with concrete or stone curb to be used with ordinary standard No. 1 and No. 2 frame stations and better class of frame depots.

"Class 'D.' Stone screening topped platform with wooden curb to be used with Standard No. 3 frame depots and such of still lesser importance.

"Class 'E.' Cinder platform with wooden curb to be used at flag stations where no building is located."

The cost of such platforms are about:

Class "A," per square foot	$0.17
Class "B," per square foot	.12½
Class "C," per square foot	.15½
Class "D," per square foot	.10½
Class "E," per square foot	.05

In deciding upon the height of the platform above the rail and its distance from the rail we should, I think, first consider the height of the car step from the rail, and on roads where the car steps are brought down to within ten or twelve inches of the rail the platform, in my opinion, should be even with the top of the rail. Where, however, the car steps are double or more than double that distance from the rail, as they are on most roads, the platform should be enough above the rail to allow passengers (especially old people, women and cripples) to get on and off the cars easily and safely, and I believe it would be of advantage to the lines represented here if the Claim Agents would agitate the question of lower steps on passenger cars; say for instance steps constructed as they now are on the New York Central and Pennsylvania Lines.

When the car steps are low the platform should, I think, come close up to the rail; when the car steps are high and

the platform necessarily higher than the rail, then I think the platform should be made as close to the rail as will allow clearance of all projections from the engine and train, but never over sixteen or eighteen inches from the rail.

Last fall I addressed a letter of inquiry to many roads on this question. You will find appended a copy of the questions asked, together with a tabulated statement of the replies received.

QUESTIONS.

First.—Whether your company has adopted a standard for the construction of such platforms, and if so—

(a) Of what material the platform is constructed;
(b) How high is the platform built above the rail.
(c) How far is it from the rail to the platform.

Second.—If you have no standard for the construction of platforms at your passenger stations, will you please advise me—

(d) Of what material they are ordinarily made;
(e) About how far they are from the rail and how high above the rail.

Third.—In your opinion, should platforms be constructed of brick, cement, lumber, cinders, or crushed stone, and what in your opinion should be its height and distance from the rail?

Fourth.—Do you think creosote paving blocks would be preferable to brick or other material for the construction of such platforms?

Any information or suggestions which your experience has given you in the matter, with which you are willing to favor me, will be appreciated.

SUPPLEMENT TO COMMITTEE REPORT ON PLATFORMS, ETC.

PLATFORM CONDITIONS ON FOREIGN ROADS.

	Name of Railroad.	Platform Material.	Height Above Rail	Distance From Rail
1.	C. C. C. & St. L.	Concrete, Screenings	2″	2′ 0″
2.	L. E. & W.	Concrete, Screenings, Wood	3″	2′ 9″
3.	B. & L. E.	Brick, Wood	6″	5″
4.	C. G. W.	Brick, Wood, Cinders, Screenings	2″	2′ 6″
5.	K. C. Southern	Chatts	14″	1′ 10″
6.	U. P.	Gravel, Brick	0.0	0 0
7.	C. R. R. of N. J.	Crushed Stone	0.0	0 0
	" " "	Concrete	4″	2′ 0″
8.	D. & R. G.	Concrete, Gravel, Cinders	0.0	1′ 6″
9.	C. B. & Q.	Brick, Cinders	4″	2′ 6″
10.	Northern Pacific	Brick, Gravel	8″	2′ 3″
11.	St. P. L. A. & S. L.	Crude Oil and Earth	0.0	0 0
12.	N. Y. O. & W.	Concrete, Wood, Cinders	3″	3′ 0″
13.	B. R. & P.	Brick	0.0	2′ 0″
14.	I. C. Ry.	Brick	6″	3′ 0″
15.	Southern	Concrete	6″	2′ 6″
16.	St. L. & S. F.	Brick and Screenings	0.0	0 0
17.	Cent. of Georgia	Gravel and Cinders	0.0	0 0
18.	Norfolk & Western	Gravel and Cinders	6″	2′ 0″
19.	D. M. & N.	Plank	0.0	3′ 0″
20.	C. R. I. & P.	Concrete, Wood, Screenings	0.0	2′ 0″
21.	C. P. R.	Concrete, Plank	5″	2′ 9″
22.	D. & N. Ry.	Concrete	6″	2′ 0″
23.	Can. Northern	Plank	12″	3′ 0″
24.	C. M. & St. P.	Brick, Screenings	0.0	1′ 9″
25.	Queen & Crescent	Concrete, Cinders	10″	2′ 6″
26.	G. N. Ry.	Brick, Cinders	0.0	2′ 6″
27.	T. St. L. & W.	Brick and Cinders	6″	2′ 6″
28.	C. & O.	Concrete, Screenings	8″	2′ 6″
29.	B. & O. S. W.	Brick, Cinders, Concrete	4″	2′ 6″
30.	M. C.	Brick	0.0	1′ 8″
31.	Seaboard Air Line	Concrete	0.0	0 0
32.	L. S. & M. S.	Screenings and Brick	0.0	2′ 9″
33.	B. & M.	Tar Concrete	0.0	2′ 0″
34.	Wabash	Concrete	0.0	2′ 0″
35.	M. K. & T. (Texas)	Gravel	0.0	2′ 0″
36.	" " " "	Brick, Concrete	6″	2′ 0″
37.	Southern Pacific	Decomposed Granite	0.0	1′ 6″
38.	Texas & N. O.	Decomposed Granite Cinders	0.0	0 0
39.	P. M.	Brick, Screenings	0.0	2′ 0″
40.	St. L. & S. W.	Screenings, Brick, Gravel	0.0	1′ 6″
41.	W. & L. E.	Cinders, Brick	8″	2′ 8″
42.	Penn. R. R. Co.	Screenings, Brick	6″	2′ 4″

TOPIC SIX.

MR. GEORGE P. HERZINGER:

I fail to understand why I was selected for this topic.

Perhaps it is not generally understood that the M. K. & T. Claim Department is handled somewhat differently than on many of the other roads.

Our field men are divided into two classes, viz.: those who settle fire, stock and overflow claims exclusively, and those who handle personal injury claims only—except, of course, when there is damage to stock or vehicles in connection with some personal injury, when all the claims arising therefrom are then handled by the personal injury assistant, so as to avoid confusion and at the same time assure the settlement of the entire matter, providing any settlements are made.

Speaking for myself, I will state that my field work has been confined entirely to the personal injury proposition, and consequently it can readily be seen that I am not very familiar with the topic assigned me.

It is true that for several years I was chief clerk in Mr. Krause's office, yet for twenty-three months I have been continuously in the field and therefore rarely at headquarters, and therefore am not in touch with the office routine, but assume there has been very little change since I left it.

The card or loose leaf system, as outlined in topic number six, has never been adopted by us, and I cannot say that it has even been investigated or considered by our department, so it can readily be seen that I am certainly not in a position to intelligently discuss the proposition.

We have in our system thirty-one hundred miles of road, making it necessary to have for one subject alone that many cards, or one for each mile, as I understand it.

If the use of cards would be an improvement over our present method, then it appears to me that we should cover all other classifications such as fire, overflow, and miscellaneous claims, thereby increasing to many thousands the number of cards or loose leaves required, which I think would make the work tedious.

I assume that the primary object for keeping such a record as is referred to is to call the attention of the operating department to expenditures incurred on account of defective fences, cattle guards, etc., which expenditures could have been and should have been avoided, and as the operating department would quite naturally want to know the cause for such expenditures, and as there may be at times many claims and different claimants arising from the same defect or cause, I doubt very much if sufficient data could be shown on the

cards, in which event it would make it necessary for the Claim Department to get the papers anyway for the purpose of intelligently bringing the matter before the proper officials for their information and necessary attention.

I do not know what is the practice on other roads in connection with this proposition; but I will, as briefly as I can, outline our system, which may to some extent interest you.

All our records are kept in the general office, and all claims of every character are there written up as received in a record book in numerical order, irrespective of mile post, though the division and mile post are given under headings for that purpose.

The only record kept by our field men is what we designate the in and out record, which is simply an ordinary blotter in which we record the claims received through the general office and returned thereto, so that they can be traced in case of some existing confusion.

When a claim has been settled by the assistant, he makes his report and returns all papers to the general office for voucher and other necessary attention.

If the expenditure was the result of a defective fence, cattle guard, or road crossing—in fact, any defect that could or should have been avoided, then all necessary tissue and written copies of the original claim papers are made, which show the amount of and cause for the expenditure and, when deemed desirable, suggesting remedies, and they are then backed, numbered, recorded and indexed, and then sent out accompanied by a letter for the information and such necessary action as the operating department may deem desirable.

There are frequently several claims and claimants account of same defective condition, and perhaps the defect had existed for some time and we had previously had occasion to place the matter before the operating department. In such instances we call their attention to the present as well as all prior expenditures, and it is then up to them to apply the remedies.

How efficient our system is or whether there is any simpler way to handle the proposition covered by this subject, I do not know.

But I can say from my office experience that a good field man who is thoroughly familiar with his territory, and any fairly efficient man soon becomes so, frequently aids the general office by calling attention to prior expenditures arising from the same defective condition, and the entire matter frequently results in making our department quite unpopular with our division superintendents, and particularly the road department, as they have to furnish satisfactory explanation

to the higher officials. The papers are kept moving until the repairs are made or some reason assigned why they have not been, and when they are finally returned stating that all repairs have been made, we then send them to the field man to verify and return, and upon his report depends the final filing of the papers in the general office, where they will remain until brought out again in connection with some subsequent claim arising from the same defect.

In conclusion, will say that our system does not seem arduous, and the record is kept and the papers gotten together by the clerk who has charge of the stock, fire, overflow and miscellaneous records, and that the card system might assist us by using it as an auxiliary index for purpose of distinguishing by mile posts where the largest number of stock is killed, by simply showing thereon the claim number, date and amount in each case, and then when necessary to furnish complete information or history of claims, refer to the claim record or papers covering.

On motion of Mr. Jones, duly seconded, all papers read and to be read, were ordered printed in the Minutes.

Meeting then adjourned until ten a. m. Thursday.

THURSDAY MORNING SESSION.

Mr. Bayard P. Holmes offered a suggestion that the Association of Railway Claim Agents extend to the International Association of Accident Underwriters an invitation to hold their meeting at the same time and place as the Claim Agents Association, and hold a joint half-day session, believing that both the accident managers and claim agents would be mutually benefited thereby. The matter was referred to the Committee on Recommendations.

Motion was then made by Mr. Hamilton, seconded by Mr. Jones, and unanimously adopted, setting eleven o'clock Friday morning as the time for remarks and resolutions of respect to deceased members.

Mr. Peterson then introduced a motion that the meeting date of the Association be changed to the second week in July. The motion was seconded by Mr. Jones, and after brief discussion, on motion of Mr. Pierce, was referred to the Committee on Recommendations.

President Losey then appointed committee to designate the place for holding the next annual meeting, the following members being named: Messrs. Pierce, Jones, Wilson, McConnell and Hull.

Motion was then introduced by Mr. Richards to ascertain how many roads belonging to the Association were operating under the Federal Employers' Liability Act as a constitutionally valid Act, which motion was seconded and carried. The Secretary called the roll, after which motion was made by Mr. Jones, and duly seconded, that the result of vote be not printed in the Minutes. which motion was carried.

TOPIC SEVEN.

This topic was assigned to Mr. F. V. Whiting, who delegated Mr. Willis H. Failing. Mr. Failing read the following paper:

Mr. President and Gentlemen:—In considering this topic, "Claims Arising from Electrification of Terminals," we have brought to our attention the subject of electrification of railroads and the substitution of the steam engine by electric traction. The steam engine, through its many years of advancement and improvement, has reached a high state of perfection, only to be relegated and replaced by electric power, but whether such substitution will be general and permanent depends on future development. However, the concensus of opinion seems to be that the use of electricity is still in its infancy, and that the utilization of electric power on the railroads of the country in place of steam is practically assured.

Before going into the several divisions of the subject, I think it advisable to briefly outline the installation of the electric system at the New York terminal of the New York Central & Hudson River Railroad Co., in order that you may better understand the conditions.

On account of accidents occurring in the Park Avenue tunnel, the annoyance to passengers from smoke and gases in the tunnel, especially during the summer season, and the public clamor arising from the causes just mentioned, the Legislature of New York passed a law in the early part of 1903, prohibiting the use of steam in this tunnel on and after July 1st, 1908. Park Avenue tunnel extends from the north

end of the New York terminal northwardly for a distance of two miles. By reason of the passage of this act by the New York State Legislature, and the already congested conditions at the terminal, the New York Central Co. undertook practically the reconstruction of its road in New York City and to points on the Hudson division to Croton, and on the Harlem division to North White Plains, distances of 34 and 24 miles, respectively, to be known as the Electric Zone.

The road is now operated by electric power to Yonkers on the Hudson division, and Mt. Vernon on the Harlem division, distances from the Grand Central terminal of 15 and 13 miles respectively, and designated as the Initial Electric Zone.

This change necessitated the reconstruction of the Grand Central terminal, increasing the trackage from 20 to more than 60 tracks, changing from left to right hand running, installation of a new signal system, third rail, and, of course, the purchase of new equipment. For local services steel multiple unit cars of 400 H. P. have been put in service. The contact shoes are placed on the trucks of these cars, getting their electric power from the third rail, which runs parallel to the running rail and about 15 inches distant from and three inches above it. The contact is underneath the third rail, the top and sides being covered with wooden sheathing.

The through trains are drawn over the Electric Division by 2200 H. P. electric motors, which are supplied with contact shoes at the sides and also overhead for use where there are frogs or switches. At such points there is an overhead third rail.

The electric motors are built for a speed of 80 miles per hour and the multiple unit cars of 52 miles per hour.

The first trial train was run over the Electric Division on September 30, 1906, and the last of the steam engines was seen in the New York City terminal in July of 1907. We have two power stations, one at Yonkers and the other at Port Morris, either one of which can develop sufficient power for the entire Electric Zone. We also have five sub-power stations in operation, and upon completion of electrification this will be increased to eight.

SUBDIVISION A—"HOW TO PREVENT CLAIMS."

So long as we operate railroads, whether by electric or steam power, just so long will we have claims, but by nearing the point of perfection in construction and operation we may reduce to a minimum the number of accidents, which, of course, will correspondingly reduce the number of claims. In the installation of electric power it is most essential to instruct both employees and passengers as to the dangers.

The high tension cables carry 1,100 volts, and the third rail between 600 and 660 volts. An instantaneous shock from the third rail is not fatal, but if the current is continuous for more than a minute it probably will produce death. By way of comparison, I might add that in State executions at Sing Sing prison 1,800 volts are used. Contact with the high tension cables is fatal.

As precautionary measures, just prior to energizing the third rail, large placards were placed in conspicuous places in stations, in the yards and at other points, warning passengers and others of the dangers; also all employees were given written instructions of the danger from the third rail, etc. We also constructed along the edges of station platforms, dummy third rails, which are similar in size and shape to the sheathing covering a live third rail. This permits the contact shoes on the cars and motors to pass underneath this dummy rail and thus avoid the danger, principally of passengers touching the contact shoes with steel rim umbrellas or other conductors.

The high tension cables are carried either on poles at a height of 30 to 40 feet, or in conduits. We have had two or three cases of boys climbing the high tension poles, coming in contact with cables and being electrocuted.

As to the "Character of Injuries Inflicted."

This we may divide into the two classes of burns: the electric burn and the flash burn. The electric burn is one where the person comes in contact with the live third rail either direct or indirect, as by means of some conductor, as in the case of a trackman permitting a pick or other tool to touch the third rail.

The flash burn is caused by some conducting object short circuiting, thus causing a flash, or by the blowing out of a fuse.

The direct electric burn is the most serious, and if not fatal will cause a long period of disability, anywhere from two to six months, according to the severity of the burns and the parts affected. Neuritis often follows as a result of serious electric burns.

The flash burn is not so serious, and while painful, will usually not necessitate more than two to three weeks disability, and in many cases but a few days.

Under Subdivision C—"How to Avoid Such Accidents."

Many of these accidents can be avoided by proper instructions to employees, the proper insulation of tools and implements used on and about the third rails. We have had a

great many cases of employees being burned by reason of their permitting some tool to touch the energized rail, and at first had considerable difficulty in pounding into their heads, particularly the Italian laborers, the dangers from this cause, but experience has been to them, as with all of us, the best teacher, and we now have fewer cases of this kind.

Our track tools are insulated, and where possible, any tools or implements used on the Electric Division are made of non-conducting material, or are properly insulated so as to avoid this source of danger; such as the replacement of tin or metallic pails with those made of papier-mache. We have also provided on each electric car and motor, slippers or wooden blocks to be used by employees when working on or about the electric equipment. These slippers are shoved in between the contact shoes and the third rail, thus "cutting out" such equipment. We also have stenciled on the wooden sheathing covering the third rail the words, "Live third rail, keep off," and on the blocks over the contact shoes, words of warning. Also at stations large signs are placed warning passengers and others of possible dangers from the third rail. Gangs working on or about the third rail are also provided with rubber mats on which the men may stand, or which may be wrapped about the live rail, and lessen the danger of short circuiting.

"Method of Handling."

About the time of the commencement of the work of, and in connection with electrification of the New York terminal, the necessity for quick and proper treatment of employees and others injured was recognized, and we established an accident room or temporary hospital in the Grand Central Station. We have at this accident room two surgeons, one of whom is always either in the accident room or within close call. We handle here cases which may occur at any point on the line; in fact, in many cases occurring within a few miles of the Grand Central terminal, particularly in burn cases, the injured party is placed on a train and brought to the accident room where one of the surgeons is awaiting his arrival. We handle in this temporary hospital about 60 new cases per month and our records show an average of 185 subsequent treatments monthly. Of course, these injuries are from various causes. In serious cases and where a major operation is necessary, after the first treatment the injured person is taken to one of the hospitals, with which the railroad company has an agreement.

In concluding, I desire to say that in the little time I have had to prepare this paper, I may have omitted some essential

points, and would be glad to have any of my brother members bring up or ask any questions on the subject which may occur to them.

I might speak here of a few kinds of causes of personal injury cases the Claim Agent has to contend with in connection with electrification. A large part of the electric burn cases are to trackmen and other employees working on or about the third rail by reason of allowing a pick, bar or other tool to come in contact with the third rail. We had a case of the blowing out of a fuse on a multiple unit car, and a lady in the car following becoming frightened, causing a miscarriage. There have also been several cases of passengers falling on or over the dummy third rail at platforms where this dummy rail was not level with the station platform. It is the intention, however, to raise the station platforms on the Electric Division to a level with the car platform, which will obviate this cause of injury.

The installation by the New York Central of its electric terminal in New York City has been an unqualified success, both from an operating and a claim standpoint. The cause of complaint from passengers of smoke and gases, particularly in the tunnel hereinbefore referred to, is obviated. There is but little danger now to the men working on the track in the tunnel, and where we formerly had many trackmen killed or injured, caused by being struck by passing trains, there are now but few. The train service, particularly the suburban service, is improved, the running time shortened, and in fact, naught but good has come as the result of the electrification of the New York terminal.

Informal discussion on Topic Seven was then participated in by Messrs. Jones, Whiting, Pierce and Failing.

TOPIC EIGHT.

Mr. D. H. Kimball:

In consideration of the question as to "How far is it practicable to prevent employees, by instruction or discipline, from going between cars or to break up practice of holding drawbars in line with foot," would say that it is a difficult problem to handle, and I believe the only effective way to prevent trainmen and switchmen from doing so is to rope and hog-tie them. However, considerable may be effected by instruction, particularly if it can be brought home to the men so that there is no possibility of their denying the receipt and understanding of same.

About a year and a half ago, in considering this question on the Great Northern, we got out a special rule, printing it on a duplicate return post card, the return portion of it to be signed by the employee acknowledging receipt and understanding of same and returned to his superintendent to be attached to his application, and the other portion to be kept by him for his own information. This notice reads as follows:

> "Employees are forbidden to step in front of or go between moving cars for the purpose of coupling or uncoupling same, or adjusting the coupling apparatus thereon. In all cases when coupling cars, employees will open knuckle on the stationary car, and in uncoupling same, if the nearest lever refuses to work, employee will use the lever on the other car. All adjustments of coupling apparatus must be made when the cars are standing still and not when in motion.
>
> "N. B. This notice is additional to the Book of Rules, Bulletins, and other instructions, and does not rescind, cancel or modify the same."
>
> (Signed).....Superintendent.

On the return portion the heading reads: "I have received and read the following special notice, and understand it thoroughly." And below this follows the notice, with place below same for the employee to sign and date.

For some time subsequent to the issuance of this notice we had fewer accidents from this cause, whether as result of the new rule or just luck, I am unable to say. I am, however, inclined to believe, from the fact that the trainmen and switchmen, in their Lodge meetings, discuss personal injuries, rules, etc., in all probability this special notice was of effect, for the reason that many of them would be of the opinion that going between cars is disobedience of the rule, knowledge of which they had admitted, would relieve the company from liability from accidents incurred thereby, and that the employee would be working at his own risk in so doing.

In order to make special instructions of this kind effective, it would be necessary to repeat it at intervals, otherwise the habit of the men in going between cars in the performance of their work would create a custom in yards which would abrogate the rule. If it was possible to secure the co-operation of the operating department in enforcing this rule by disciplining the men caught violating it, it would be comparatively easy to break up the custom, but if the operating department officials on other roads are of the same breed of cats we have on the Great Northern, they are looking to get the work done as expeditiously as possible, and any violation which does not damage equipment or delay traffic is and will be overlooked, and the only discipline the men get for the violation is when they get their own toes pinched. As a

matter of discipline we never have, and I do not believe we will ever be able to get the co-operation of the operating department in this regard. The only cases that are criticised are those where the man kicks the drawbar over with his foot, and does not kick it quick enough to get his foot out of the way. The bringing home to the man of the positive instructions in such a manner that they are unable to deny the knowledge of such instructions, makes, however, a very effective argument in the negotiation of settlement for injuries so received.

The difficulty of preventing employees from going between cars by instructions or discipline brings us to the consideration of other means of doing so by rendering it unnecessary in the performance of their work. This carries us to the continuous-lever proposition. With the present single-lever, if it does not operate the coupler it is necessary for the employee either to go between the cars to lift the pin with his hand or knock it up from below, or to cross over between or over cars to get at the lever on the other side. Naturally there are not many of the men who are going over the tops of the cars and down the ladder on the other side in preference to the more expeditious route across the couplers, and the result is that when they find a defective lever or knuckle which fails to operate they go between to perform the work.

If the cars are all equipped with continuous-levers the necessity of going between would be reduced—to a minimum—one-half and more than one-half, for the reason that with the continuous-lever the employee has control of both couplers from whichever side he is on, and it would require, to necessitate his going between the cars, that not only would coupling apparatus on one car have to be defective, but that there must be two defective coupling apparatuses in juxtaposition.

The only argument that has been advanced to me in opposition of the continuous levers, is that it would require twice the amount of material with the added expense of about one-third for labor; but one bad injury under the present system would pay for the equipping of a whole lot of cars.

The subject was discussed by Messrs. Pierce, Kimball and Winston, after which the meeting was adjourned until two o'clock p. m. same day.

THURSDAY AFTERNOON SESSION.

Mr. Richards, as chairman of the Committee on Nominations, made the following remarks: "Mr. President and Gentlemen of the Association: All of you are perhaps aware that during most of the years that this Association has been in existence the heads of the various departments connected with the investigation and settlement of claims have monopolized the office of President. Only in one instance has there been anybody but the head of a department elected as President, and that, I believe, was in 1897, when our dear friend Mr. Hutchinson was elected. We know what a good President he made; how many members he got into the Association. The committee in considering this question thought it only proper, and certainly no more than a just recognition of the service of the young men of this Association, to nominate for that office one of the younger men, who was not a head of a department, and, therefore I have been instructed to report the name of Chris Hoeppner of St. Louis, Mo., for President." (Applause.)

The names of C. W. Egan, J. H. Mather, N. S. Dunlop, A. F. McConnell and D. H. Kimball as Vice-Presidents, and E. H. Hemus as Secretary and Treasurer, were then presented.

On motion of Mr. Dickson, duly seconded, the report of the Nominating Committee was unanimously adopted.

Mr. Pierce, in behalf of the committee to designate the next meeting place, reported Nashville, Tennessee, as the location agreed upon. On motion of Mr. Hamilton, the report was unanimously adopted, and Nashville, Tennessee, declared the point at which next meeting should be held.

The newly elected President was then escorted to the platform and delivered a brief but interesting address.

TOPIC NINE.

MR. CHARLES S. PIERCE:

All Claim Departments are troubled by claims of passengers that a train was started just as they were about to board or leave it, with resulting injury. I think such a statement will everywhere result in the suit being submitted to a jury. Of course there are many cases in which such a claim is not truthful, and the passenger was really attempting to board or leave a train which he realized was moving, but I regret to say that in my own experience there have been many cases where the passenger's statement was correct. The question put in this topic has puzzled me a number of times, and I was recently asked to answer a similar question by the General Superintendent of our company. Our own Claim Agents were of different opinions, and I could not give a satisfactory answer. Therefore, I suggested the question to your Topic Committee, knowing that I should get some help from a discussion here. It did not at that time occur to me that I should be called upon to answer the question myself, and in view of my own doubts, I have considerable diffidence in presenting a paper upon the subject.

Three methods for starting passenger trains occur to me:

1. The conductor stands upon the station platform, receives hand signals from his trainmen upon the car platforms, and when all have given him the proper signal, he gives a hand signal to the engineman or the fireman, according as he is upon the right or the left of the train, or the engine is running forward or reversed.

2. The conductor stands upon the station platform and receives hand signals from his trainmen upon the car platforms and then mounts the steps and gives an air signal to the engineman by means of the whistle cord.

3. The conductor stands upon the station platform, receives hand signals from the trainmen upon the car platforms, gives a hand signal to his head trainman, who by use of the whistle cord gives an air signal to the engineman.

These three methods I have myself seen in operation, and there may be other methods for starting which have not occurred to me.

Various advantages and disadvantages of each method above specified occur to me.

1. Hand signal to engineman from station platform. The trainmen, before giving their signal to the conductor, look through the cars between which they are placed to see if passengers are leaving, and then lean out over the station platform, no longer knowing what is going on within the cars.

If there are many passengers entering or leaving at another point of the train, or if there is a large quantity of baggage or express matter, the conductor has not received all of the necessary signals and a perceptible delay occurs. During this delay a belated woman has time to leave her seat, pass to the end of a car not protected by a trainman, and partially descend the steps before the train starts. No employee knows of this woman's dangerous position, and it is, indeed, dangerous, if her arms are filled with packages, or if she has a young child with her. The danger is equally great if the passenger be an elderly man or intoxicated. Perhaps the conductor may be in such a position that he can see the passenger's predicament when the trainmen fail to do so, but he often is engrossed with registering, or sending telegrams, or if waiting for baggage or express matter, he is hurrying the employees at those cars. This same objection can be made however to each of the other methods.

Now let us take up the position of the engine crew. In the daytime, if the platform is crowded with persons saying farewell to passengers, waving their handkerchiefs, etc., there is danger, unless the conductor is particularly careful, that the engineman may mistake such gesticulations for the wave of the conductor's hand. Steam may be escaping from the engine or a coupling, so that it obscures the vision of the engineer, or with the increased size of engines, a station awning may interfere with it. At night the engineer must peer back upon a lighted platform. When he again looks ahead into the darkness, his eyesight for a few moments must be uncertain. On single track and, indeed, on many double track railroads, there is a station on one side only. Frequently, therefore, the engineman is on the side away from the station, and the conductor's signal must be taken by the fireman, who is often inexperienced, and is even more likely than the engineman to confuse the motions of outsiders or brakemen's or station lights at night for the conductor's signals. It does not seem advisable to require the engineer to leave his post and cross to the other side of the cab if the station is on the fireman's side, so that I see no way of obviating mistakes on the fireman's part, if this method of signalling is adopted.

2. Air signal given by conductor on car platform. It seems to me clear that this is undesirable. It is open to all the objections mentioned in No. 1, with reference to the transmission of signals by trainmen, and we know enough of human nature to be sure that conductors will continually neglect to go down upon the station platform before coming back upon the car platform to give the signal. They will

lean out from the car platforms to receive hand signals, and then give the air signal to the engineer. This will be particularly true at stations where a small amount of business is to be transacted, and where few passengers are to leave or enter the train, and it is my experience that it is at such stations the accidents we are now dealing with most frequently occur. The running time alows only for a brief stop at such stations, and the conductor does his best to make it as brief as possible. Where traffic is dense there is danger in brief stops, and a claim department should do nothing to encourage them. I know of instances on another railroad where the conductor has been taking tickets, and when the train stops passes to the forward platform of the car, where he is at work, and inquires of the brakeman there if everything is all right, giving the starting signal on the brakeman's word. In my judgment no train should be started except after personal observation by the conductor of the situation. I will take up later the difficulties in the operation of the air signal itself.

3. The hand signal given by the conductor to head trainman, and air signal given by him. If the air signal is to be used at all, it strikes me that it should be in some such way as this, for it would result in the conductor remaining upon the station platform while the train is stationary at a station, and I think that this is the place for him. He may carelessly give his starting signal without receiving signals from all his trainmen, but this difficulty seems to exist with every method of starting suggested to me. So long as the human factor, of which we have recently heard so much, is involved, we must reckon with this difficulty. I do not, however, consider it wise to have any greater division of responsibility than necessary, and if we follow this method, instead of dividing the responsibility merely between one of the engine crew and the conductor, we also involve another person, the man who actually gives the air signal.

The principal difficulty, however, with the use of the air signal under the method suggested in No. 2 and No. 3 is that, as a mechanical contrivance, it appears still to be somewhat uncertain. A mechanical man, who ran engines for years before becoming an air brake instructor, has told me that it is the most delicate piece of mechanism upon the train, and I question whether a train should be started by it alone, in the present state of its development. During the handling of long pieces of baggage, the whistle cord may be caught in the express or baggage car, and if placed upon the side of the car it may be easily interfered with by a passenger who is stowing away his coats and other property. In fact, it is

so often blown accidentally that I believe one blast is considered no signal at all. But the same causes for its blowing once will, in some cases, cause it to blow twice or more. It has also been suggested to me that when a car is being cut off at a station, the valve may be improperly closed, or defective, and that escaping air may give the proper number of whistles for a start, endangering passengers, and inspectors who may be under or between the cars. The engineer, dependent upon the signal in such cases, would be looking ahead, and signals to stop him would not reach him until an accident had happened. It is proper to use it for stops, for a false signal to stop never results in personal injury; but a false start is always dangerous.

In my judgment, we should do everything to promote co-operation between the engineman and the conductor, and this can best be done by direct communication and contact, rather than by the use of mechanical contrivances. We should, also, as far as possible, when trains are to be started, so arrange our men that some may be able to look within the cars, and others along the station platforms. We can best do this by having the trainmen upon the car platforms, the conductor upon the station platform, and the engineman looking back along his train. The use of an air signal might shorten slightly station stops, but the engineman will cease to be a watchman, as will, also, the man who actually transmits to him the signal. In such case, there is less opportunity to detect the dangerous position of a passenger or employee. A careful conductor or engineer will not give or receive signals unless it is proper, while with a mechanical contrivance a false start may be made in spite of them.

To answer the question propounded to me correctly, we must also balance human fallibility against mechanical fallibility. From what I have been told, I am inclined to think that the man is more reliable in this particular instance than the machine. Many of you may disagree with me, but you must bear in mind that I have to deal with heavily loaded suburban trains, stopping every 2 or 3 miles and running constantly through the daytime and the evening. Very few of our accidents are on vestibuled express trains which stop only occasionally.

TOPIC TEN (a).

MR. L. H. KELLOGG:

Mr. President and Gentlemen of this Convention:—Quite likely you have all had so much of these subjects at home that you are tired of them before I begin, and for fear you will be more so before I finish, I will promise you this paper will be short.

In assigning this new subject to a new member I am reminded of the story of the college boy, who having attended a lecture on the Darwinian theory went out to hunt some practical application, and finding Uncle Remus, an old black care-taker of the campus, said to him, "Uncle Remus, what do you think of the Darwinian theory?" "Bless yo' heart, Honey! What am dat?" "Oh!" said the boy, "that's the theory of a great scientist that in the beginning man was a monkey, then after a while he grew to an ape, then later lost his fur and tail and became a black man. From him came our higher order of white man." Uncle Remus was silent for a while, then scratching his head, he replied, "Well, Honey! I's afraid some of us is doubling on our tracks," and so with this subject, I am afraid some of us are doubling on our tracks.

More seriously, gentlemen, fire and stock losses have cost our roads a large amount of money in the past year, and the subject deserves our earnest attention, if it is at all possible to save or protect against this class of loss in any degree, and I have found it is.

We have come to a point in claim work where we cannot be content to devote all our time to adjusting for damage that has been done, but must be actively and aggressively concerned in the very commendable practice of preventing the recurrence of similar damage, and in fact, any and all losses and injuries which practically can be avoided. If we are negligible of this privilege of our calling we may surely fall behind, be regarded as unprogressive, and be counted out.

The first preventive suggestion that I have to lay before you is a proposition for avoiding the destruction of property, principally buildings which lie in close proximity to railroad tracks, but which are not the property of the railroad. This property should be treated just as the railroads now treat their own structures in regard to prevention of fire; that is to say, a great many railroads now do not carry any fire insurance, and because they have assumed the risk and saved the premium they have systematic and careful fire inspection, pointing out and remedying such conditions as make fire probable. The class of property adjoining the track

is one on which the railroad companies receive no premium. Neither do they save any, and yet for all practical purposes they are insurers of these structures.

I would suggest that all this class of property be put under the care of the Fire Inspector with instructions and with the co-operation of the State Insurance Inspector or Fire Marshal, he, the railroad company's Fire Inspector, to look over all the risks, noting their condition and value and what should be corrected, making full report on each.

The correction of dangerous conditions can be taken up with the owner and suggestions for safety made. It should be pointed out to him that the railroad company is taking every precaution to protect him, but without his co-operation he is in great danger of fire.

I have found the insurance companies ready to co-operate with me in this plan, but I am not so sure that it is wise to give the insurance companies the benefit of any of your information, as it would have a tendency to induce them to withdraw their policies, which do in a measure protect the railroad company. I say the policies protect the railroad company because it is easier to defend against or settle with an insurance company than with an individual.

In addition to the care that your Fire Inspector would give these properties they should be photographed from time to time, provided your road has an official photographer and his other duties take him up and down the line. I do not mean to suggest a special photographing expedition for the benefit of these buildings alone, but that the local Claim Agent, having kept a list of the structures that are apt to burn, co-operate with your photographer at such times as he is in the neighborhood on other business, and that such views of the property be taken as will show its condition, its location, and stand as a fair witness of value in case it is burned.

Let me give you an example of the value of a photograph taken for this purpose. Incidentally a photograph was taken of a structure close to a certain railroad company's tracks. This picture showed that it was a one-story building and in a very dilapidated condition, leaning far out of plumb, with an old shingled roof. The doors were gone and the windows boarded up. The owner had no knowledge that this photograph existed. In the course of time the building burned, and as usual witnesses were found who saw a freight train working hard and throwing out large quantities of sparks just a short time before the fire was discovered. Other witnesses were found who saw the fire on the roof. A claim was presented and $1,500.00 demanded. In the claim the building was described as a double store, and it was further alleged

that a stock of goods was burned. This was located in a hostile neighborhood where it was difficult to get defensive evidence. No settlement could be reached and suit for $3,000.00 was filed. Upon the trial of the case the photograph was produced and identified. The result was that the case was compromised for $150.00, plaintiff paying his costs.

In a large number of instances you will find owners will respond to a suggestion to set a pane of glass or repair a broken-in cupola, or remove fire-traps. If a new roof is needed, have on hand a list of firms handling fire-proof roofing, and make an agreement with them that they will go make the owner's life miserable until he buys their fire-proof roofing. I am confident the little trouble this plan will cost you will be handsomely repaid.

As to destruction of farm property, we have talked that over before, and it is right down to one proposition, and that is, the plowing of a good and sufficient fire guard not closer than 100 feet to the track and not less than 12 feet wide. I have seen this tried for years and it is a good investment through expensive property, but it is not applicable generally through cheaper country. If your road passes through a piece of territory where you should decide it would be wise to arrange for systematic plowing of fire-guards, I would suggest that much care be exercised about the time, way, and effect of paying the farmer for the privilege and work, or both. You will find a disposition on the part of some of the farmers to be opposed to the plan, but in the end a large majority can be prevailed on to act, and after agreeing on a price there will be quite a tendency on the part of the farmers to construe the agreement as perpetual, and in the succeeding years they will plow over the same strip without any renewed solicitation on your part, send you a bill, and if you do not respond, probably a summons to appear before the squire.

The first year I ever tried the plan I had a short form of contract, providing the farmer should plow and keep clear of combustible material, etc., he failing in the same would assume all risk of damage by fire escaping over or around his fire-guard. This agreement did not work well. In the first place, it kept a large number from plowing, who otherwise were willing to do so. Again, we did not care to enforce it after we had requested the farmer to plow for our benefit, and he having done so at our request suffered a loss.

I have been over a plowed district and counted often three and frequently four and five places in a mile where fires had burned up to a guard and stopped, and in 100 miles I have noted 250 fires that have been stopped by the guard. It has

cost me $800.00 to plow this 100 miles. We confined ourselves almost exclusively to the protection of timothy meadow and apple orchards.

You may be disinclined to entertain these two preventive methods of fire protection on account of the apparent extra labor and expense they entail, but let me balance your books on this account and see where we are.

Take first your building inspection. You inspect, appraise and photograph fifty risks; five of these result in making safer the building, forty-five others are fairly appraised and photographed, the records safely locked in your vaults. Charge two weeks' time against this.

On the other side of the ledger with the work undone, one of the five risks burns in the next three to five years; in point of time you are square, with all the balance of your information as velvet. The loss to your company is total, without anything gained on the credit side of the ledger. If perchance one of the forty-five appraised buildings burned the time and certainty of your investigator is well conserved in securing statements as to value by reason of the advance appraisement you hold.

Take the case of the fire-guards on the one hand. A man can contract for, inspect, and pay for ten miles in a day. If there is any merit at all in the plan this will save you at least five fires. The best average an investigator can make is to cover two fires a day. Thus in my mind there is no doubt that in labor alone you are the gainer and the large savings are without cost.

There is another feature to this policy that is material, especially in view of the present attitude of the general public toward the railroads.

These advances on your part toward the protection of property owners evidence a sincerity of purpose for their welfare which, of course, causes a feeling of better confidence between your railroad and that portion of the public which you touch.

What property the plan saves avoids the necessity of law suits, or if settled, scaling down the owner's demands until he feels you have been unfair to him because he does not want to go to court.

These two features alone I think warrant a most careful consideration.

For such fire cases as we must fight, I have to suggest two detail matters that may be valuable to you. I am sure railroads are often taken an unfair advantage of on account of the fact that they do often set fires by their engines, so every fire occurring within several hundred feet of a track is blamed

on the railroad. On this feature of the case I think it well to commit the witnesses on origin to some certain engine or time. I have in several instances found that the crew of that engine and sometimes an engine or train passing before that would swear the fire was burning as they passed. This sort of evidence thrown into the enemy's camp made them reduce a $4,000.00 apple orchard loss to $400.00 in one instance and made a Chicago insurance company's lawyer come down from a 50 per cent demand to a 10 per cent acceptance.

The other detail is where a number of railroads are operating in the same territory and are constantly incurring losses for farm property, the tendency of the farmers is to get together, more especially since the days of general use of the telephone, and in a "you scratch my back, I'll scratch yours" agreement each swear the other's values away up beyond all reason.

Now it develops that each railroad has some few friends among the farmers who are willing to go appraise such losses, and tell the truth about them. My thought is that prices would be made more uniform and be better established if the railroad would establish this reciprocity evidence agreement and create boards of appraisers in certain zones.

I think it would do an obdurate farmer good to turn loose a county board of appraisers on his property and make him scale down his $7.00 per acre claim to $2.00 per acre. I for one do not see any other way of meeting the proposition.

TOPIC TEN (b).

MR. N. E. BALL:

Mr. Chairman and Gentlemen of the Convention:—I fully appreciate the honor you confer on me, and I trust I may be able to interest you before I conclude.

The topic upon which I have prepared this paper is a novel one, but serves its purpose to great advantage in the adjustment of stock claims. What I shall say on the subject will not be in the nature of a speech, as I merely wish to talk about what I do every day, and the methods I use to get results in the stock claims department.

When I came in the service of the Y. & M. V. R. R., I noticed that all the claims which were presented for stock killed were for first class, young stock, ranging in age from five to eight years, but in passing over the territory I observed that there was a great many old animals feeding on the waylands, and as a rule this stock was not in good condition.

It occurred to me that this stock must be of the same class

for which I was receiving claims, and I concluded that if there was some way by which I might get the age of the animal killed, knowing that age and condition determined the value of an animal, I felt that it might serve the interest of the company to great advantage, and in addition, it would enable me to reach my own conclusion as to the value of the animal for which settlement was demanded.

For your information I will say, the old no-liability dodge has been used so long that the average claimant has become educated on that point, and is ever ready to show the claim agent where the animal was chased down the line, and that the bell was not rung, whistle not blown or brakes applied. In the face of all this, I felt that I was without defense and at the mercy of the claimant.

I then conceived the idea, knowing something about the age of an animal by examination of its mouth, that I would have the section foreman saw out the mouth of the animal killed, in the presence of two disinterested witnesses, tag same with the names of the witnesses and the name of the owner, for the purpose of identification, and preserve it for my use in making the settlement.

When I am advised of a claim, covering the death of an animal, I immediately mail the claimant a blank, which when properly filled, gives the age and condition of the animal killed; as a rule they make a liberal reduction as to the age and add liberally to its value, sign the claim before witness, on their honor, and return it to me with a short letter asking for a settlement at once.

When I get the mouth of the animal, I am then in position to satisfy my own mind whether or not the claimant has correctly stated its age; in most cases, I find a great difference in the age indicated by the mouth and that claimed by the claimant, which places me at great advantage in discussing the merits as to the amount for which claim was presented.

I find when I am in possession of evidence which cannot be overcome, that there is always a disposition on the part of the claimant to make settlement on a basis of reasonable value, rather than be compromised before a jury, knowing that he had misrepresented the age of the animal killed; and I save much litigation in this way.

Since I have been using this method, those who are disposed to treat the company right see the fairness of the proposition, and knowing that it means a settlement in proportion to the value of the animal killed, they seem to be pleased with the merits of the method and they encourage it, as it is convincing that the claim agent is disposed to do right when he knows what it is.

However, those who have heretofore been collecting inflated claims are very much averse to having their claims handled in this way; yet I seldom have one of them to sue, and I have never had any one to advance an argument against the fairness of the proposition, to all concerned.

When a claimant will not accept my word as to the age of the animal, and it looks as if there might be some friction between him and myself, I always secure the statement of a reputable veterinary surgeon; this statement is seldom out of line with my judgment, and when shown to the claimant my proposition is usually accepted and the settlement made on a basis of reasonable value for the animal killed, and not from the market quotations of a better class of stock.

Since I have had this in practice, I have made it a rule when a man presented his claim honestly, and was reasonable in his demands, giving the correct age of the animal killed, never to let him know that I was prepared to show him his mistake in event he accidentally made one.

On the other hand, I have made it a rule never to make the argument that a claimant knowingly misrepresented the age of his horse or mule, but that he was misled, perhaps, by the dealer who sold him the animal. I find when a man is in a compromised condition that this tends to tide him over the humiliation and the suspicion he thinks I have that he wilfully misrepresented the age of his horse, and it is comforting to him, brings us closer together on the proposition, with better results and no law suit.

I think it wise on the part of a claim agent never to abuse a man, even though it is evident that the claim was wilfully inflated, and when this class of claimant comes to his office, he should show him that courtesy which would be due him if he were a much better man. This is a good policy and does not cost anything.

[A very interesting demonstration was then given by Mr. Ball with the aid of various animal jaw bones, which served to amplify his paper, the idea becoming quite popular with the members.]

Experience has taught me that people who are disposed to treat the company right and are reasonable in their demands, like this plan, because it shows a spirit of perfect fairness on the part of the company. Moreover, it surrounds an unscrupulous man with fear that he may be detected, gives him a horror for the courts and really surrounds him with an influence for good.

I believe if the claim agent would acquire this knowledge, he would have better success in settling stock claims, save much litigation, and prevent the payment of many inflated claims.

TOPIC ELEVEN.

This topic was informally discussed by Messrs. Whiting, LaRue, McCaughan, Richards and Kies.

TOPIC TWELVE.

Owing to the absence of Mr. Stanley, President Losey suggested that Mr. Richards open the discussion.

MR. RICHARDS:

I believe that great good will result in furnishing to the division officers information as to the number of accidents that occur on their division, and the disbursement occasioned thereby. I think, however, that it is perhaps a little difficult and would involve some considerable work to furnish that information altogether. For instance, so far as the Northwestern System is concerned, we have a method of furnishing to all the operating officers of the road, including the division superintendents and the mechanical superintendent, statements monthly of the avoidable accidents that occur on the road. A little brief statement, from two to five or six lines, giving a synopsis of the cases, and showing whether or not it was a fatal case or an injury case, and if any rule was disregarded, that brought about the accident, and the number of the rule in question, all are included. Every month we furnish to the same officers a statement showing disbursements made in the settlement of claims, not only on their division, but on all the divisions of the road, so that they not only see what they are doing, but what the other divisions of the road are doing, and the number of accidents occurring on each division, and the amount paid out in settlement. Not only for personal injury claims, but for loss and damage claims, freight claims and fire claims. And I think the result of that has been that it has engendered quite a little feeling on the part of division officers to reduce the number of accidents on their division, in order not only to prevent injury, but to save life, and also showing whether a particular division is operating at a less cost than another. We have been doing that for quite a number of years. I cannot say it has reduced the number of accidents and the expense, although we believe it has, because you never can tell when you save an accident; you don't know that; you only know when you have an accident. But I am very much inclined to think that the furnishing of information to the operating officials of the road in matters of that kind can-

not possibly result in harm, and it seems to me will necessarily result in good. (Applause.)

The subject was further discussed by Messrs. Hamilton, LaRue, Wilson and Whiting.

A motion was introduced by Mr. LaRue, duly seconded, that the President be instructed to appoint a committee, whose duty it should be to assign to the various members of the Association, topics for the preparation of papers to be read at the next meeting, relative to the investigation into the causes of accidents. Mr. Hoeppner suggested that this was a matter which properly came within the sphere of the Recommendation Committee. With consent of his second, Mr. LaRue agreed to this, and the matter was then referred to said committee.

The following letter was then read by the Secretary, and on motion of Mr. Wilson, duly seconded, the letter was referred to the Committee on Recommendation:

The Bureau of Claims, Pennsylvania Railroad Company, by one of its representatives, S. H. Patterson, desire to present to the members of the Association of Steam Railway Claim Agents, for their consideration, the following suggestions:

That in future, topics for discussion be referred to railroads instead of individuals, for the preparation of papers.

That in future, the number of topics be reduced, and the discussion of them confined to the first two days of the meeting. We believe that five topics would be sufficient, and in order that popular subjects may be selected by the Committee on Topics, we believe it would work out well to invite all members of the Association to suggest topics from which the committee could make selection. This, we believe, should be done immediately following the current meeting, so that the head of the department of each railroad would be enabled to confer with his assistants for suggestions.

At these annual meetings there has never been much opportunity for an exchange of views on general subjects, and to provide therefor we would suggest that the third day be given up to good and welfare, so called, and discussion of matters not associated with the stated topics; to provide a program for that day, would it not be well to have a question box in which members could deposit subjects on which they would like to have the views from the experience or practice of associate members? These questions could be handed to the

Secretary during the first two days, and by him delivered to the Topics Committee, who could select those of common interest for general discussion.

Does it not occur to the members of the Association that the meetings be held at places where there are no detracting influences, that is, away from the large cities? Should we meet at places like Virginia Hot Springs, Old Point Comfort, Virginia, Lookout Mountain, Tennessee, or similar resorts—places which are quiet in May, the membership could be kept together and we could have night sessions for the exchange of general views if necessary. It is suggested that meetings be held in October instead of May. Our experience is that railroad work is not quite as pressing then as in the late spring or early summer.

S. H. Patterson.

Some informal discussion then took place as to the best methods of proposing subjects for discussion for the next meeting, and adjournment was then taken until 9:30 a. m. next day.

On Thursday evening a banquet was given in the banquet hall of Hotel Cadillac, at which covers were laid for 83. President Losey presided as toastmaster, and a number of toasts were very happily responded to by many of the ladies and gentlemen present. Wit reigned during the evening.

FRIDAY MORNING SESSION.

The following resolution was introduced by Mr. Hamilton:

Resolved, That we tender the officers of this Association, and the chairmen of the respective standing committees, our heartfelt thanks for the faithful and efficient services they have rendered the Association during the past year, and at this meeting; and be it further

Resolved, That in the retirement of our President, we congratulate the Association on being privileged to have had his advice and counsel, and the dignified and impartial manner in which he has presided at the annual meeting of the Association; and, while we learn with regret that he is soon to retire from the active duties of the head of the Claim Department of the railway company he has so ably represented, and in his retirement we shall never forget his presence at our

annual gatherings, we bespeak for his remaining years, happiness, health, and longevity of life commensurate with his manly qualities as a citizen, Christian, and railway official. And be it further

Resolved, That our retiring President be made an honorary member of this Association for life.

The resolution as introduced was unanimously adopted by a rising vote.

President Losey responded as follows: "For myself personally I want to express my great gratification at the action of this convention, and I want to say to each and every member of this Association that there is not a man to whom my heart does not go out in the most tender affection." (Applause.)

Mr. McCaughan then introduced the following resolution:

Resolved, That we have enjoyed the presence and address of Mr. W. S. Kies, general attorney of the C. & N. W. Ry. Co., and hereby tender him an honorary membership in this Association.

Mr. Kies then briefly expressed his appreciation of the honor conferred upon him, and thanked the Association.

The following topics were suggested for brief oral discussion after completing regular program, in the event time permitted:

1. Is it advisable to photograph unidentified persons fatally injured?
2. Should station announcements be made when an intermediate stop is necessary between place of announcement and station stop?
3. Should suits brought in justice court be defended on their merits?
4. Should an agreement by claimant to settle at a stated sum be evidenced in writing in cases necessarily involving some delay before money is paid over?
5. How far is it practicable to centralize clerical work, relieving field men from it?
6. Should railway companies direct witnesses to attend coroners' inquests and thus incur liability for their loss of time?

The President called upon Mr. Hull to open the discussion.

MR. HULL: I think it would be well myself to photograph unknown negroes, but I do not think that applies to white men, or white people. We can always identify them, but in the South the negroes are so plentiful, and they all look so much alike, that I have found it a mighty good scheme to have them photographed.

MR. HOEPPNER: If the convention will indulge me for a moment. We have had a few claims for negroes who have not been identified, and who have never been seen by us, and some sort of proof has been made as to the identification of the negro, and it has sometimes been very difficult for us to meet this, and it is in that class of cases, and to prevent that sort of action which I presume prompts Mr. Hull's suggestion.

The question was further discussed by Mr. Hoeppner.

Messrs. Sprague, Kellogg, Smith and LaRue briefly discussed the second and third topics.

Report of the Auditing Committee was then submitted by Mr. Sprague, and on motion approved.

Topic No. 6 of the unassigned topics was then discussed by Messrs. Peterson, Dunlap, LaRue and Richards.

Mr. Krause then read report of Committee on Recommendations as follows:

The committee to which was referred the following subjects for recommendation, begs leave to report:

1st. With reference to the time of holding the annual meeting—

That the Fourth By-Law of the Association be amended so as to read as follows:

"*Fourth.* The officers of this Association shall be a President, five Vice-Presidents, Secretary and Treasurer, who shall be elected at the annual meeting of the Association, to be held at such time and place as the Association may determine. The duties of the President, Vice-Presidents, Secretary and Treasurer shall be such as usually appertain to such positions."

2nd. With reference to the question as to whether or not it would be agreeable to this Association to meet the Managers of Claim Departments of Casualty Companies:

"That this Association would be pleased to meet such Managers at a joint session to be held during the annual

meeting of this Association, and cordially invites them to hold their annual meeting contemporaneously with our own, to facilitate the holding of such a joint meeting."

3rd. With reference to the suggestion in writing offered by Mr. S. H. Patterson of the Pennsylvania Railroad (hereinbefore included in Minutes):

"That they be referred to the incoming Committee on Recommendations, to be reported on at the next annual meeting."

Respectfully submitted.

A. A. KRAUSE, Chairman.

Mr. Hamilton moved that the By-Laws be amended in accordance with section one of committee's report, which motion was duly seconded, and unanimously adopted.

On motion of Mr. Hamilton, it was decided that the next annual meeting at Nashville was to be held beginning on the fourth Wednesday in May, 1910, and to continue for a period of three days.

The second section of report was then discussed, and upon motion of Mr. Richards, duly seconded, was adopted.

The third section, relative to suggestions of S. H. Patterson, was then taken up, and upon motion the matter was referred to the incoming Committee on Recommendations.

Mr. Dunlap then extended to the Association a very cordial invitation to meet in Montreal in 1911.

The President then called for report of Committee on Resolutions, which was read by Mr. Hamilton, chairman, and which is as follows:

"The Grim Reaper, Death, has made its inroads upon the membership of this Association since its last annual meeting, which was held at Kansas City, and has removed from our midst some of our most valuable members and best beloved associates.

We deeply mourn their loss and extend to their families our sincerest sympathy and condolence in this their dark hour of affliction. Therefore, be it

Resolved, That these resolutions be spread upon the Minutes of this Association, and a copy sent to the family of each deceased member.

J. D. M. HAMILTON,
G. E. MCCAUGHAN,
H. B. HULL,
Committee.

List of members deceased since last meeting:

F. Y. McGavock.....Illinois Central.
D. N. Burdge.....A. T. & S. F.
J. W. Winget.....C. & O.
D. W. Albright.....Rock Island Lines.
John Rudd.....Rock Island Lines.
B. B. Lynn.....N. C. & St. L.
Dan'l F. McCrea.....Buffalo, Rochester & Pittsburg.

Mr. Hamilton: Mr. President, in moving the adoption of these resolutions, which your committee asks to be spread upon the Minutes of the Association, I can not refrain from expressing the sadness of the hour set apart by the Association, and adding a few words to the memories of those who have bowed to the supreme command of Him whose decree is inevitable. It matters not our position in life, from the highest to the lowest—the ruler, the subject—there comes a time when the tocsin is sounded, and the soul takes its onward flight and returns to Him who gave it, there to account to not only the Ruler of this universe, but the Creator of all spheres, for all acts while one of His earthly subjects. And, while there are in our lives moments of joy and sorrow, still in the busy and rushing scenes of life we must pause, and with heads bowed in sorrow pay an humble tribute to the memories of those who have filled a place in the niche of time. Such is the divine command. It came with the creation of the world, has existed for all time, and will continue until the clouds of eternity shall wrap their mantle around the earth, from whenceforth it shall be no more. We come into the world unknown strangers, and we go out through the portals of death, to the throne of Him who clothed us with our earthly existence. The brethren whose memories are written in our hearts, have been members of this Association for a number of years. They have been chosen to do an arduous work in life, one fraught with trials and tribulations, and I believe I am free to state that not among the professions that have fallen to the lot of man has there been one that tests the manhood, integrity, honesty and sense of justice as that of the Claim Agent; and, it can be truthfully said, "Well done, good and faithful servant." They are gone, but not forgotten. Their memories live, and are written on

the tablets of time, as worthy associates, whose presence at these annual gatherings will be missed. Let us record their names upon marble tablets, and if they had any fault write them upon the sands of time. With these reflections passing heavily upon our minds, we are brought to the consideration that life hangs by a slender thread. It is snuffed out of existence when we least expect it. True it is then that we should prepare ourselves to meet the command. A little sod, a few sad tears, comprise all that is left for us in respecting the memories of those who have gone before. With these meditations coming over us at this time, and as we conjecture the life beyond the tomb, unknown as it is, let us by our actions here prepare ourselves to meet our brothers, whose voices are hushed, but who now are sipping the holy waters which flow past the throne of the Almighty. Let us ever hold in grateful remembrance their memories; let us emulate and perpetuate their good and noble deeds. May we follow in their footsteps, and when the call is made that we take our places in the army of the Almighty, may we be ready to prove ourselves as worthy soldiers of the cross.

Mr. Winston: I did not know when I came here yesterday morning—it didn't occur to me that we would hold any memorial services—it didn't enter my mind until the name of J. W. Winget was mentioned. I remember him more than twenty years ago on the old Wabash, Springfield, Illinois. I was not then connected with the road, but he was. I had a room down on the square, some rooms for an office, and I lodged back of the office. Winget used to come there quite often. I had my books there, and he was quite a reader. He was very fond of poetry and read all my books containing poetry. I remember one poem that he was very fond of, and I looked it up last evening, and with your permission I will read it to the Association:

We know not what it is, dear, this sleep so deep and still,
The folded hands, the awful calm, the cheek so pale and chill;
The lids that will not lift again, though we may call and call,
The strange white solitude of peace that settles over all.

We know not what it means, dear, this desolate heart-pain;
This dread to take our daily way and walk in it again;
We know not to what other sphere the loved who leave us go,
Nor why we're left to wonder still, nor why we do not know.

But this we know: our loved and dead, if they should come this day—
Should come and ask us, "What is life?"—not one of us could say.
Life is a mystery as deep as even death can be;
Yet, Oh! how dear it is to us, this life we live and see.

Then might they say—these vanished ones—and blessed is the thought;
"So death is sweet to us, beloved! though we may show you naught;
We may not to the quick reveal the mystery of death—
Ye can not tell us, if ye would, the mystery of breath."

The child who enters life comes not with knowledge or intent,
So those who enter death must go as little children sent.
Nothing is known, but I believe that God is overhead;
And, as life is to the living, so death is to the dead.

Mr. McCaughan: It may not be known to all the members of the Association that our young friend, Daniel F. McCrea, a most excellent young man of fine promise, died at the hand of an assassin while he was on duty for his road. A car thief shot him down at the time when he was not in a position to protect himself. The other individuals whose names are so kindly remembered here, probably died, the most of them, in the course of nature; some of them after weeks of illness and suffering, at least such was the case of Mr. Albright. Mr. Albright's body was found at the hotel, and just the time of death is not known. But the case of young McCrea was one of peculiar sadness, his life having been snuffed out on the threshold in such a manner that the party responsible for his death has never been apprehended. And we all feel an especial sympathy for Mr. McCrea, the father, who is here, and for the brother and sister who have been deprived of such a blessing as this worthy young man.

Mr. McCrea: I can only thank you.

Mr. Smith: Of the members who have died since we last met, I only had the good fortune to know one—Mr. McGavock. I believe history teaches us to say naught but what is good of the dead; the better custom would be to say naught but what is true. I do not know how many of you gentlemen were acquainted with Mr. McGavock, but to those who formed his acquaintance he was a man with many peculiarities, in a way, but even with those peculiarities he was a man who was well thought of, well liked and appreciated, and enjoyed by all his acquaintances. Mr. McGavock was one of the men you enjoy being with,—jovial, wholesome,—who

seemed ever to be looking upon the bright side of life. It was a pleasure to be with him, especially for men who have seen and experienced the troubles of a Claim Agent. He was a friend to a friend. The sad part of Mr. McGavock's death is to know the way it came about. As I am informed, the young man suffered from Bright's disease, having gone to the wells in the South in the hope of benefit, became demented and wandered home to die, only four days after his return. It was very sad. Of course, the full circumstances I am not acquainted with, but I know that all who knew Mr. McGavock will deplore his loss, and I hope a copy of the resolutions with reference to his loss will be sent to Mrs. McGavock.

Mr. Peterson: I have not the language to express myself as I would like to on this occasion. It was my good fortune to have been personally acquainted with Mr. Burge for a great many years. When I first knew him he was connected with the sheriff's office in Shawnee County, Kansas. He was looking after and protecting the property of the corporation. We were together a great deal, days and nights, and I want to say that Mr. Burge was a man of much sense, kind, honest, sympathetic, ever ready to assist the down-trodden; and he spent a great deal of his time in helping the unfortunate. He always had his hand out to assist one in need. Mr. Burge was my friend and I was his.

The President then called attention to motion put by Mr. Hamilton at the beginning of his remarks, the motion being on the adoption of the resolutions. Motion was regularly seconded and unanimously adopted by a rising vote.

The meeting was then adjourned.

LIST OF DECEASED MEMBERS OF THE ASSOCIATION.

	Became Members	Date of Death
L. W. Towne, K. C., Ft. S. & M. Ry	1891	May 14, 1892
M. MacLeod, Grand Trunk	1891	— — 1892
W. T. Walker, Missouri Pacific	1891	Jan. 21, 1897
A. B. Barnard, B. & O. Southwestern	1890	May 4, 1897
Chas. M. Foulks, A., T. & S. F. Ry	1890	May 13, 1897
Dr. F. A. Sanders, Pennsylvania Lines	1892	Oct. 4, 1897
Jas. H. Barry, Chicago & Eastern Ill	1897	Oct. 11, 1898
L. S. Stedman, Iowa Central	1897	Jan. 25, 1899
Allen P. Smith, Southern Pacific	1900	Nov. 4, 1900
E. B. Stillwell, D., L. & W.	—	May 29, 1903
J. V. Parker, C., O. & G.	1901	Jan. — 1903
C. B. Yale, Great Northern	1890	— — 1902
C. F. Pearis, N. & W.	—	May 23, 1903
A. P. Carter, N. & W.	1897	Nov. 20, 1903
C. C. Murray, Pennsylvania Lines	1892	Mar. 15, 1904
F. C. Shaw, B. & O. R. R.	1894	Dec. 31, 1904
M. C. Burke, L. & N. R. R.	—	Nov. 9, 1904
C. F. Holton, Boston & Maine R. R.	1900	Aug. 31, 1905
C. V. Howell, Pennsylvania Lines		— — 1907
H. A. Smith, C. R. I. & P. Ry.		— — 1907
W. D. Corn, C., H. & D. Ry		— — 1907
W. C. Allen, L. S. & M. S. Ry		— — 1907
C. M. Alexander, Santa Fe System		— — 1907
F. Y. McGavock, Ill. Cent.		— — 1908
D. N. Burdge, A. T. & S. F.		— — 1908
J. W. Winget, C. & O.		— — 1908
D. W. Albright, Rock Island		— — 1908
Jno. Rudd, Rock Island		— — 1908
B. B. Lynn, N. C. & St. L.		— — 1908
Dan'l F. McCrea, B. R. & P.		— — 1908

LIST OF MEMBERS.

ANN ARBOR RAILROAD COMPANY.

Mileage, 300.

Benj. S. Warren, General Counsel.....Detroit, Mich.
Earl F. Drake, Asst. to General Counsel.....Detroit, Mich.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY SYSTEM.

Mileage, 9,553.6.

The Atchison, Topeka & Santa Fe Railway Company.
The A. T. & S. F. Ry. Co., Coast Lines.
The Grand Canyon Railway Company.
The Leavenworth and Topeka Railway Company.
The Southern Kansas Railway Company of Texas.
Pecos System.
The Gulf, Colorado & Santa Fe Railway Company.

SYSTEM.

J. D. M. Hamilton, Claims Attorney.....Topeka, Kansas

The A. T. & S. F. Ry. Co.

E. H. Hemus, Claim Adjuster.....Topeka, Kan.
Homer Wells, Claim Adjuster.....Chicago, Ill.
E. D. Haldeman, Claim Adjuster.....Marceline, Mo.
Wm. M. Smith, Claim Adjuster.....Kansas City, Mo.
H. A. Chamberlain, Claim Agent.....Topeka, Kan.
Geo. J. McPhillamey, Claim Adjuster.....La Junta, Colo.
Jacob Decou, Claim Adjuster.....Chanute, Kan.
Robt. F. Gridley, Claim Adjuster.....Arkansas City, Kan.
Edward Prichett, Claim Adjuster.....Wellington, Kan.
Bowman Jarrott, Claim Adjuster.....Newton, Kan.
F. H. Chamberlain, Claim Adjuster.....Guthrie, Okla.
C. L. Cline, Claim Adjuster.....Las Vegas, N. M.
J. A. Riehl, Claim Adjuster.....Albuquerque, N. M.
W. E. F. Kirk, Claim Adjuster.....Topeka, Kan.

The G. C. & S. F. Ry. Co.

W. L. Alexander, General Claim Agent.....Galveston, Tex.
W. D. Baggett, Claim Adjuster.....Galveston, Tex.
A. T. Davis, Claim Adjuster.....Gainesville, Tex.
John S. Douglass, Claim Adjuster.....Cleburne, Tex.
C. N. Alexander, Claim Adjuster.....Cleburne, Tex.
J. W. McLeod, Claim Adjuster.....Temple, Tex.
L. O. Tucker, Claim Adjuster.....Beaumont, Tex.
J. W. Evans, Claim Adjuster.....Brenham, Tex.
F. F. Snyder, Claim Adjuster.....Somerville, Tex.

The A. T. & S. F. Ry. Co.—Coast Lines.

H. J. Franklin, General Claim Agent.....Los Angeles, Cal.
Robt. Irwin, Claim Adjuster.....Fresno, Cal.
C. H. Hutchison, Claim Adjuster.....Winslow, Ariz. Ter.
B. G. Wills, Claim Adjuster.....Los Angeles, Cal.

PECOS SYSTEM.

The Southern Kansas Railway Company of Texas,
The Pecos & Northern Texas Railway Company,
The Eastern Railway Company of New Mexico,
The Pecos River Railroad Company.

P. W. Zimmerman, Claim Agent.....Amarillo, Tex.

THE BALTIMORE & OHIO RAILROAD COMPANY.

Mileage, 4,422.

C. W. Egan, General Claim Agent.....Baltimore, Md.
Chas. C. Peery, Chief Clerk.....Baltimore, Md.
A. R. Claytor, Claim Agent.....Newark, O.
Frank Bryne, Claim Agent.....Pittsburg, Pa.
J. H. Aikens, Claim Agent.....Parkersburg, W. Va.
F. H. Lamb, Claim Agent.....Chicago, Ill.
Wm. Butler, Claim Agent.....Shenandoah Jct.,W. Va.
A. H. Schutte, Claim Agent.....Baltimore, Md.
T. E. Spurrier, Claim Agent.....Tiffin, O.
E. H. Clinedinst, Claim Agent.....Cleveland, O.
H. L. Stires, Claim Agent.....Baltimore, Md.
James D. Jack, Claim Agent.....Baltimore, Md.
M. C. Smith, Claim Agent.....Wheeling, W. Va.
R. B. Banks, Claim Agent.....Baltimore, Md.
Alexander Craw, Claim Agent.....Youngstown, O.
Willard Drake, Claim Agent.....Baltimore, Md.
Samuel L. West, Claim Agent.....Baltimore, Md.
Wm. E. Kennedy, Claim Agent.....Baltimore, Md.
Geo. J. Maisch, Claim Agent.....Philadelphia, Pa.
L. H. Simonds, Claim Agent.....Baltimore, Md.

THE BALTIMORE & OHIO SOUTHWESTERN RAILROAD COMPANY.

Mileage, 918.

E. L. Williams, General Claim Agent.....Cincinnati, O.
F. S. De Camp, Claim Agent.....Cincinnati, O.
H. E. Mitchell, Claim Agent.....Chillicothe, O.
J. J. Givan, Claim Agent.....Aurora, Ind.
J. R. Bradford, Claim Agent.....Olney, Ill.
Langley Whitley, Claim Agent.....Carlyle, Ill.

BESSEMER & LAKE ERIE RAILROAD COMPANY.

Mileage, 218.09.

E. S. Templeton, Assistant General Counsel.....Greenville, Pa.
T. C. Whiteman, Claim Agent.....Greenville, Pa.
S. J. Orr, Claim Agent.....Greenville, Pa.

BOSTON & MAINE RAILROAD.

Mileage, 2,302.

Edgar J. Rich, General Solicitor.....Boston, Mass.
Charles S. Pierce, Assistant General Solicitor.....Boston, Mass.
Allan P. Mackinnon, Assistant Solicitor.....Boston, Mass.
Wilmah A. Barker, Law Agent.....Boston, Mass.
Sidney G. Watkins, Claim Agent.....Boston, Mass.

Frank E. DeLano, Claim Agent.....Boston, Mass.
Ralph T. Damon, Claim Agent.....Concord, N. H.
Philip S. Moore, Claim Agent.....Greenfield, Mass.
John H. Hamman, Claim Agent.....Boston, Mass.

BUFFALO, ROCHESTER & PITTSBURG RAILWAY COMPANY.

Mileage, 514.

John S. Rockwell, General Agent.....Rochester, N. Y.
John C. McCrea, Special Agent.....Bradford, Pa.
James L. Roche, Assistant Claim Agent.....Bradford, Pa.
George D. Ward, Assistant Claim Agent.....Punxsutawney, Pa.
William Elliott, Assistant Claim Agent.....Rochester, N. Y.
McCauley & Whitmore, Solicitors.....Ridgeway, Pa.
James S. Havens, Solicitor.....Rochester, N. Y.

CANADIAN NORTHERN RAILWAY COMPANY.

Mileage, 3,251.7.

Messrs. Clark & Sweatman, Solicitors.....Winnipeg, Man.
Mr. C. R. Stovel, Claim Agent.....Winnipeg, Man.
Mr. R. M. Mitchell, Assistant Claim Agent.....Winnipeg, Man.
Mr. A. E. MacDonald, Chief Special Agent.....Winnipeg, Man.

CANADIAN PACIFIC RAILWAY COMPANY.

Mileage, 10,396.5.

EASTERN LINES.

N. S. Dunlop, Claim Adjuster.....Montreal, Canada
E. W. Beatty, Solicitor.....Montreal, Canada
F. R. Haney, Assistant Claim Adjuster.....Montreal, Canada
P. G. Charlebois, Claim Agent.....Montreal, Canada
W. J. Crowe, Claim Agent.....Montreal, Canada
W. G. Rankin, Claim Agent.....Montreal, Canada
O. G. Molleur, Claim Agent.....Montreal, Canada
W. J. Fleming, Claim Agent.....Montreal, Canada
Angus MacMurchy, Solicitor.....Toronto, Canada
Geo. A. Walker, Assistant Solicitor.....Toronto, Canada
J. W. Schleihauf, Claim Agent.....Toronto, Canada
T. Hay, Claim Agent.....North Bay, Canada

WESTERN LINES.

W. H. D'Arcy, General Claim Agent.....Winnipeg, Canada
C. Hood, Claim Agent.....Winnipeg, Canada
J. N. Brooks, Claim Agent.....Calgary, Canada
J. Jones, Claim Agent.....Vancouver, Canada

CAROLINA, CLINCHFIELD & OHIO RAILWAY.

W. A. Starritt, Claim Agent.....Johnson City, Tenn.
B. W. Horner, Chief Claim Clerk.....Johnson City, Tenn
V. E. Kent, Claim Adjuster.....Johnson City, Tenn.

CENTRAL RAILROAD COMPANY OF NEW JERSEY.

Mileage, 648.44.

Robert W. de Forest, Vice-President and General Counsel. . . . . New York, N. Y.
Jackson E. Reynolds, General Attorney . . . . . New York, N. Y.
William A. Barkalow, Attorney . . . . . New York, N. Y.
John K. Large, Chief Special Agent . . . . . Jersey City, N. J.

THE CENTRAL OF GEORGIA RAILWAY COMPANY.

Mileage, 1,915.85.

Mr. C. H. Findley . . . . . Savannah, Ga.
Mr. T. R. Gress . . . . . Macon, Ga.
Mr. W. M. Graham . . . . . Columbus, Ga.
Mr. H. F. Garrett . . . . . Atlanta, Ga.
Mr. J. B. Neighbors . . . . . Macon, Ga.
Mr. W. C. Beeks . . . . . Griffin, Ga.
Mr. F. H. Schlapbach . . . . . Cedartown, Ga.

CHESAPEAKE & OHIO RAILWAY COMPANY.

Mileage, 1,900.

M. S. McDonald, General Claim Agent . . . . . Richmond, Va.
W. M. Dunn, Claim Agent . . . . . Richmond, Va.
M. I. Dunn, Claim Agent . . . . . Clifton Forge, Va.
C. A. Macatee, Jr., Claim Agent . . . . . Huntington, W. Va.
H. L. Dunham, Assistant Claim Agent . . . . . Huntington, W. Va.
R. S. Miller, Assistant Claim Agent . . . . . Huntington, W. Va.
F. J. Sanders, Claim Agent . . . . . Ashland, Ky.
B. A. Frazer, Claim Agent . . . . . Covington, Ky.
H. A. Lindsay, Claim Agent . . . . . Louisville, Ky.

CHICAGO GREAT WESTERN RAILWAY.

Mileage, 1,317.

John L. Pratt, General Claim Agent . . . . . St. Paul, Minn.
B. F. Winders, Chief Clerk . . . . . St. Paul, Minn.
John Everall, Assistant Claim Agent . . . . . Chicago, Ill.
E. McIntier, Assistant Claim Agent . . . . . Des Moines, Ia.
I. D. Royal, Assistant Claim Agent . . . . . St. Paul, Minn.
F. M. Adams, Assistant Claim Agent . . . . . Clarion, Ia.

CHICAGO JUNCTION RAILWAY.

CHICAGO, HAMMOND & WESTERN RAILROAD
CHICAGO & INDIANA STATE LINE RAILWAY

Mileage, 298.

J. B. Green, Claim Agent . . . . . Chicago, Ill.
O. R. Hoerstel, Assistant Claim Agent . . . . . Chicago, Ill.

CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY.

Mileage, 960.

Homer T. Dick, District Attorney . . . . . Chicago, Ill.
J. Roger McSherry, Claim Agent . . . . . Chicago, Ill.
C. B. Cardy, Claim Agent (Chicago District) . . . . . Chicago, Ill.
G. Bruce Hill, Claim Agent . . . . . Chicago, Ill.
L. L. Duret, Assistant Claim Agent . . . . . Chicago, Ill.
K. L. Richmond, Assistant Claim Agent . . . . . Chicago, Ill.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY.

Mileage, 7,200.

John A. Hinsey, Special Agent.....Chicago, Ill.
O. D. Aeppli, Chief Clerk.....Chicago, Ill.
George F. Baker, Claim Agent.....Chicago, Ill.
W. I. Earhart, Claim Agent.....Chicago, Ill.
Robert Watson, Claim Agent.....Marion, Ia.
Jno. C. Burns, Claim Agent.....Chicago, Ill.
Frank L. Carter, Claim Agent.....Chicago, Ill.
Wm. A. Hinsey, Claim Agent.....Milwaukee, Wis.
J. H. McKevitt, Claim Agent.....Milwaukee, Wis.
R. F. Alterton, Claim Agent.....Minneapolis, Minn.
J. M. McDonald, Claim Agent.....Sioux City, Ia.
C. A. Boehmler, Claim Agent.....Cedar Falls, Ia.
J. M. Hinsey, Assistant Claim Agent.....Minneapolis, Minn.
William Ward, Assistant Claim Agent.....Minneapolis, Minn.
A. E. Sutton, Assistant Claim Agent.....Milwaukee, Wis.

CHICAGO & NORTH WESTERN RAILWAY COMPANY.

Mileage, 7,600.

R. C. Richards, General Claim Agent.....Chicago, Ill.
D. Q. Lewis, Assistant General Claim Agent.....Chicago, Ill.
C. B. Smith, Assistant General Claim Agent.....Chicago, Ill.
B. A. Little, Assistant General Claim Agent.....Chicago, Ill.
F. B. Piersol, Assistant General Claim Agent.....Chicago, Ill.
I. C. Belden, Assistant General Claim Agent.....Chicago, Ill.
C. L. Young, Assistant Claim Agent.....Chicago, Ill.
J. E. White, Assistant Claim Agent.....Omaha, Nebr.
J. H. Hunter, Assistant Claim Agent.....Omaha, Nebr.
W. G. Goodrich, Assistant Claim Agent.....Chicago, Ill.
J. H. Dockery, Assistant Claim Agent.....Chicago, Ill.
F. Wenter, Assistant Claim Agent.....Chicago, Ill.
O. B. Skinner, Assistant Claim Agent.....Chicago, Ill.
H. D. Hoyt, Assistant Claim Agent.....Chicago, Ill.
H. J. Bell, Assistant Claim Agent.....Omaha, Nebr.

CHICAGO, ROCK ISLAND & PACIFIC.

ROCK ISLAND LINES.

Mileage, 8,004.

G. E. McCaughan, Claims Attorney.....Chicago, Ill.
J. H. Mather, General Claim Agent.....Chicago, Ill.

C. R. I. & P. RY. CO.

P. J. Stack, Adjuster.....Chicago, Ill.
G. A. Erhart, Jr., Adjuster.....Chicago, Ill.
F. B. Emich, Adjuster.....Chicago, Ill.
E. S. Earhart, Claim Agent.....Des Moines, Ia.
J. S. Palmer, Adjuster.....Des Moines, Ia.
C. W. Lacy, Adjuster.....Des Moines, Ia.
C. M. Gladson, Adjuster.....Des Moines, Ia.
L. P. Gibson, Adjuster.....Des Moines, Ia.
Tole T. Smith, Adjuster.....Des Moines, Ia.
W. C. Cartlidge, Claim Agent.....Topeka, Kan.
E. J. Smith, Adjuster.....Topeka, Kan.
R. H. Husson, Adjuster.....Topeka, Kan.

R. S. Smith, Adjuster.....Topeka, Kan.
C. S. Otis, Adjuster.....Topeka, Kan.
W. E. Goodnow, Adjuster.....Topeka, Kan.
A. H. Kilpatrick, Claim Agent.....Little Rock, Ark.
G. S. Congdon, Adjuster.....Little Rock, Ark.
S. Jennings, Adjuster.....Little Rock, Ark.
E. A. Vogel, Assistant Adjuster.....Little Rock, Ark.
C. N. Bell, Assistant Adjuster.....Little Rock, Ark.
A. Brady, Claim Agent.....El Reno, Okla.
L. F. Shedd, Adjuster.....Shawnee, Okla.
C. H. Hardcastle, Adjuster.....El Reno, Okla.
J. A. Long, Adjuster.....El Reno, Okla.
F. M. Short, Adjuster.....El Reno, Okla.
A. H. Bolte, Claim Agent.....St. Louis, Mo.

C. R. I. & E. P. RY. CO., AND C. R. I. & G. RY. CO.

W. P. Williams, Claim Agent.....Ft. Worth, Tex.
H. S. Phillips, Adjuster.....Ft. Worth, Tex.
S. B. Hovey, Adjuster.....Ft. Worth, Tex.

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY.

Mileage, 1,674.

E. L. Poole, General Claim Agent.....St. Paul, Minn.

CHICAGO & WESTERN INDIANA RAILROAD.

BELT RAILWAY OF CHICAGO.

Mileage, 75.

J. J. Risdon, Claim and Special Agent.....Chicago, Ill.
Robert H. Johnson, Claim Investigator.....Chicago, Ill.
Richard Milley, Claim Investigator.....Chicago, Ill.
Frederick L. Nautoks, Claim Investigator.....Chicago, Ill.

CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY.

And,

PEORIA & EASTERN RAILWAY COMPANY.

Mileage, 2,336.

C. R. Myers, Chief Claim Agent.....Indianapolis, Ind.
J. E. Baker, Assistant Claim Agent.....Indianapolis, Ind.
S. P. Beem, District Claim Agent.....Indianapolis, Ind.
J. Q. Bayless, District Claim Agent.....Indianapolis, Ind.
R. L. Watkins, District Claim Agent.....Indianapolis, Ind.
A. C. Caldwell, District Claim Agent.....Indianapolis, Ind.
C. E. Hill, District Claim Agent.....Mt. Carmel, Ill.
Wm. Chapman, District Claim Agent.....Springfield, O.
H. A. Lindsay, Law Agent.....Louisville, Ky.

CINCINNATI, HAMILTON & DAYTON RAILWAY.

Jay M. Leach, Claims Attorney.....Cincinnati, Ohio
————————, Claim Agent.....Hamilton, Ohio
Elmer Maguire, Claim Agent.....Dayton, Ohio

CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RAILWAY COMPANY.

"QUEEN AND CRESCENT ROUTE."

Mileage, 633.

Parker Dickson, Claim Agent.....Cincinnati, Ohio
C. R. Staples, Division Claim Agent.....Lexington, Ky.
R. A. Jackson, Division Claim Agent.....Somerset, Ky.
J. T. Pride, Jr., Division Claim Agent.....Chattanooga, Tenn.
J. S. Jackson, Division Claim Agent.....Birmingham, Ala.

THE COLORADO & SOUTHERN RAILWAY COMPANY.

AND THE DENVER & INTERMOUNTAIN R. R. CO.

Mileage, 1,328.01.

R. H. Doolittle, Claim Agent.....Denver, Colo.
Oliver G. Jones, Assistant Claim Agent.....Denver, Colo.
W. N. Jones, Assistant Claim Agent.....Denver, Colo.
C. J. Niehaus, Claim Adjuster.....Denver, Colo.

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY.

Mileage, 957.

W. C. Wilson, Claims Attorney.....New York, N. Y.
H. A. Rowe, Claim Agent.....Hoboken, N. J.
D. R. Reese, Attorney.....Scranton, Pa.
W. W. Ellsworth, Claim Agent.....Binghamton, N. Y.
W. J. Powers, Claim Agent.....Buffalo, N. Y.

THE DENVER & RIO GRANDE RAILROAD.

RIO GRANDE SOUTHERN RAILROAD.

Mileage, 2,770.

C. S. Mitchell, Claim Agent.....Denver, Colo.
Adam Darling, Chief Clerk and Adjuster.....Denver, Colo.
C. Emmerich, Claim Adjuster.....Denver, Colo.
A. M. Howard, Assistant Claim Agent.....Salt Lake City, Utah
L. Rasmussen, Claim Adjuster.....Salt Lake City, Utah

DULUTH, SOUTH SHORE & ATLANTIC RAILROAD.

MINERAL RANGE RAILROAD.

Mileage, 588.

A. B. Eldredge, General Attorney.....Marquette, Mich.
A. E. Miller, Attorney.....Marquette, Mich.

DULUTH & IRON RANGE.

DULUTH, MISSABE & NORTHERN.

Mileage, 314.

E. H. Windom, Claims Attorney.....Duluth, Minn.
E. B. Ryan, Jr., Claim Agent.....Duluth, Minn.

EL PASO & SOUTHWESTERN SYSTEM.

Mileage, 903.

D. D. Willis, Claim Agent.....El Paso, Tex.
R. W. Deason, Assistant Claim Agent.....El Paso, Tex.

EVANSVILLE & TERRE HAUTE RAILROAD COMPANY.

EVANSVILLE & INDIANAPOLIS RAILROAD COMPANY,
EVANSVILLE BELT RAILWAY COMPANY.

E. H. Iglehart, Claims Attorney.....Evansville, Ind.

ERIE RAILROAD.

Chicago & Erie Railroad.
New Jersey & New York Railroad.
New York, Susquehanna & Western Railroad.

Mileage, 2,557.

H. W. Andrus, Claim Agent.....New York, N. Y.
E. J. Early, Special Agent.....New York, N. Y.
T. K. Trenchard, Special Agent.....New York, N. Y.
F. T. Sheridan, Special Agent.....New York, N. Y.
G. I. Jewell, Division Claim Agent.....Jersey City, N. J.
Howard Browne, Special Agent.....Jersey City, N. J.
C. L. Sheldon, Special Agent.....Jersey City, N. J.
L. C. Senger, Jr., Division Claim Agent.....Port Jervis, N. Y.
C. F. Collette, Division Claim Agent.....Hornell, N. Y.
J. W. Blades, Division Claim Agent.....Hornell, N. Y.
H. D. Hathaway, Division Claim Agent.....Buffalo, N. Y.
J. A. Wechter, Special Agent.....Buffalo, N. Y.
W. J. Shaw, Special Agent.....Cleveland, Ohio
C. G. Mason, Division Claim Agent.....Huntingdon, Ind.
A. W. Lewis, Division Claim Agent.....Galion, Ohio
L. P. Michealis, Division Claim Agent.....Meadville, Pa.
F. W. Duerr, Division Claim Agent.....Youngstown, Ohio

FRISCO SYSTEM.

Mileage, 5,526.64.

St. Louis & San Francisco Railroad.
Kansas City, Fort Scott & Memphis Railway.
Kansas City, Memphis & Birmingham Railroad.
Birmingham Belt Railroad.
St. Louis, Memphis & S. E. Railroad.
St. Louis & Gulf Railway.
St. Louis, San Francisco & Texas Railway.
Red River, Texas & Southern Railway.
Fort Worth & Rio Grande Railway.
Paris & Great Northern.
Colo. Southern, New Orleans & Pacific.

W. B. Spaulding, Claims Attorney.....St. Louis, Mo.
A. H. Mansfield, Claim Agent.....St. Louis, Mo.
W. F. Ramsey, Claim Agent.....St. Louis, Mo.
E. H. Wherry, Claim Agent.....Kansas City, Mo.
G. G. Beckley, Claim Agent.....Springfield, Mo.
J. W. Rogers, Claim Agent.....Springfield, Mo.

W. A. Mundell, Claim Agent.....Springfield, Mo.
C. H. King, Traveling Claim Agent.....Springfield, Mo.
L. L. Smith, Assistant Claim Agent.....Sapulpa, Okla.
J. W. Taylor, Claim Agent.....Cape Girardeau, Mo.
G. S. Dugan, Claim Agent.....Cape Girardeau, Mo.
C. W. Moulton, Assistant Claim Agent.....Cape Girardeau, Mo.
J. J. Pegg, Claim Agent.....Memphis, Tenn.
L. M. Smith, Claim Agent.....Birmingham, Ala.
George Edgar, Claim Agent.....Monett, Mo.
V. E. McInnis, Assistant Claim Agent.....Oklahoma City, Okla.
H. W. Hudgen, Assistant Claim Agent.....Monett, Mo.
R. J. Balch, Assistant Claim Agent.....Enid, Okla.
J. H. Todd, Assistant Claim Agent.....Lawton, Okla.
W. F. Baker, Claim Agent.....Fayetteville, Ark.
M. Nettleship, Assistant Claim Agent.....Fayetteville, Ark.
J. C. Nettleship, Assistant Claim Agent.....Fayetteville, Ark.
W. S. Pollard, Assistant Claim Agent.....Hugo, Okla.
A. G. Morrison, Claim Agent.....Fort Worth, Texas
J. H. Sandlin, Assistant Claim Agent.....Fort Worth, Texas
J. L. Gaston, General Claim Agent (C. S. N. O. & P.), Beaumont, Texas

FORT WORTH & DENVER CITY RAILWAY COMPANY.

Mileage, 702.

R. H. Tucker, General Claim Agent.....Fort Worth, Texas
Jas. A. Jones, Assistant General Claim Agent.....Fort Worth, Texas
Pat Dooling, Claim Agent.....Quanah, Texas
E. T. Duff, Claim Agent.....Fort Worth, Texas
Frank Barnett, Special Agent.....Fort Worth, Texas

FORT SMITH & WESTERN RAILROAD COMPANY.

ST. LOUIS, EL RENO & WESTERN RY. CO.

Mileage, 259.

W. M. Bushnell, General Manager.....Fort Smith, Ark.

GRAND TRUNK RAILWAY SYSTEM.

Mileage, 4,645.

Grand Trunk Railway.
Grand Trunk Western Railway.
Detroit, Grand Haven & Milwaukee Railway.
Toledo, Saginaw & Muskegon Railway.
Cincinnati, Saginaw & Mackinaw Railroad.

S. Wells, Claim Agent.....Montreal, Canada
Jas. H. Taylor, Assistant Claim Agent.....Toronto, Canada
D. F. McGraw, Assistant Claim Agent.....Toronto, Canada
C. Ritchot, Fire and Stock Claim Agent.....Montreal, Canada

GREAT NORTHERN RAILWAY COMPANY.

Mileage, 6,961.88.

D. H. Kimball, General Claim Agent.....St. Paul, Minn.
A. E. Jordan, Assistant General Claim Agent.....St. Paul, Minn.
I. T. Dugan, Assistant Claim Agent.....St. Paul, Minn.
W. R. Miller, Assistant Claim Agent.....St. Paul, Minn.
F. A. Seaman, Assistant Claim Agent.....Sioux City, Ia.

E. J. Murphy, Assistant Claim Agent.....Superior, Wis.
T. P. O'Connell, Assistant Claim Agent.....Grand Forks, N. D.
C. F. Pincott, Assistant Claim Agent.....Great Falls, Mont.
Edw. Tenner, Assistant Claim Agent.....Whitefish, Mont.
D. L. Flynn, Assistant Claim Agent.....Seattle, Wash.
M. E. Ryan, Traveling Claim Agent.....Spokane, Wash.
P. B. Foley, Traveling Claim Agent.....Minot, N. D.
C. S. Flannery, Traveling Claim Agent.....St. Paul, Minn.
C. B. Dille, Traveling Claim Agent.....St. Paul, Minn.

ILLINOIS CENTRAL RAILROAD COMPANY.

Mileage, 4,624.05.

THE YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY.

Mileage, 1,373.21.

INDIANAPOLIS SOUTHERN RAILROAD COMPANY.

Mileage, 179.26.

L. H. Kellogg, Acting Chief Claim Agent.....Chicago, Ill.
H. B. Hull, Assistant Chief Claim Agent.....Memphis, Tenn.
E. W. Sprague, District Claim Agent.....Chicago, Ill.
G. S. Frederikson, Chief Clerk.....Chicago, Ill.
N. J. Shupe, Claim Agent.....Chicago, Ill.
J. T. Tait, Claim Agent.....Dubuque, Iowa
C. D. Cary, Claim Agent.....Kankakee, Ill.
M. B. Rothrock, Claim Agent.....Springfield, Ill.
C. M. McRoberts, Claim Agent.....Carbondale, Ill.
P. M. Gatch, Claim Agent.....Evansville, Ind.
J. C. Gates, Claim Agent.....Princeton, Ky.
M. C. Payne, Claim Agent.....Fulton, Ky.
————, Claim Agent.....Jackson, Tenn.
J. L. Scott, Claim Agent.....Grenada, Miss.
W. F. McCarley, Claim Agent.....McComb, Miss.
D. B. Sweeney, Claim Agent.....Memphis, Tenn.
M. A. Dittenhoefer, Claim Agent.....Memphis, Tenn.
F. F. Munson, Claim Agent.....Memphis, Tenn.
S. R. Smith, Claim Agent.....Vicksburg, Miss.
J. L. Campbell, Stock Claim Agent.....Fulton, Ky.
H. G. Mackey, Stock Claim Agent.....McComb, Miss.
C. D. Hancock, Stock Claim Agent.....Memphis, Tenn.
N. E. Ball, Stock Claim Agent.....Greenville, Miss.
A. J. Hollingsworth, Stock Claim Agent.....Vicksburg, Miss.

INTERNATIONAL & GREAT NORTHERN RAILROAD COMPANY.

Thomas J. Freeman, Receiver.

Mileage, 1,159.5.

J. S. O'Flynn, General Claim Agent.....Palestine, Texas
F. J. Matthews, Assistant Claim Agent.....Palestine, Texas
E. R. Ramsey, Assistant Claim Agent.....Palestine, Texas
H. A. Watts, Assistant Claim Agent.....Palestine, Texas
J. C. Hume, Assistant Claim Agent.....San Antonio, Texas

THE KANSAS CITY SOUTHERN RAILWAY COMPANY.

TEXARKANA AND FORT SMITH RAILWAY COMPANY.

Mileage, 840.

Samuel W. Moore, General Solicitor.....Kansas City, Mo.
Fred H. Wood, Assistant General Attorney.....Kansas City, Mo.
J. B. Green, Claim Agent Northern Div. K. C. S. Ry.....Kansas City, Mo.
Chesley Wiggins, Assistant Claim Agent Northern Div., K. C. S. Ry.....Kansas City, Mo.
R. Brunazzi, Claim Agent Southern Div. K. C. S. Ry and T. & F. S. Ry.....Texarkana, Texas
C. C. Buckner, Assistant Claim Agent Southern Div. K. C. S. Ry. and T. & F. S. Ry.....Texarkana, Texas

LAKE ERIE & WESTERN RAILROAD COMPANY.

FT. WAYNE, CINCINNATI & LOUISVILLE RAILROAD.
NORTHERN OHIO RAILWAY COMPANY.

Mileage, 884.

John B. Cockrum, General Attorney.....Indianapolis, Ind.
Frank S. Hill, Claim Agent.....Indianapolis, Ind.
Archibald M. Arbaugh, Assistant Claim Agent.....Indianapolis, Ind.

LAKE SHORE & MICHIGAN SOUTHERN RAILWAY.

Mileage, 2,100.

LAKE SHORE & MICHIGAN SOUTHERN RAILWAY.
CHICAGO, INDIANA & SOUTHERN RAILROAD.
DUNKIRK, ALLEGHENY VALLEY & PITTSBURG RAILROAD.
LAKE ERIE, ALLIANCE & WHEELING RAILROAD.
INDIANA HARBOR BELT RAILROAD.

F. A. Hruska, Chief Claim Agent.....Cleveland, Ohio
C. A. Theis, Special Claim Agent.....Cleveland, Ohio
J. C. Stineman, Claim Agent.....Collinwood, Ohio
C. H. Seward, Claim Agent.....Collinwood, Ohio
E. O. Adomeit, Claim Agent.....Collinwood, Ohio
C. C. Winegardner, Claim Agent.....Chicago, Ill.
H. L. Forman, Claim Agent.....Chicago, Ill.
H. G. Whiteman, Claim Agent.....Chicago, Ill.
H. S. Cook, Claim Agent.....Chicago, Ill.
F. A. Carstensen, Claim Agent.....Elkhart, Ind.
E. R. Mitchell, Claim Agent.....Adrian, Mich.
R. H. Phelps, Claim Agent.....Toledo, Ohio
E. M. Mann, Claim Agent.....Toledo, Ohio
A. C. Russell, Claim Agent.....Ashtabula, Ohio
E. E. Grover, Claim Agent.....Buffalo, N. Y.
F. E. Blackney, Claim Agent.....Buffalo, N. Y.

LEHIGH VALLEY RAILROAD.

B. F. LaRue, Claims Attorney.....New York City

LOUISVILLE & NASHVILLE RAILROAD COMPANY.

Mileage, 4,400.69.

Benjamin D. Warfield, District Attorney.....Louisville, Ky.
A. F. Martin, Law Agent.....Louisville, Ky.
J. J. Donohue, Law Agent.....Louisville, Ky.
A. H. Veeneman, Assistant Law Agent.....Louisville, Ky.
R. J. Johnson, Law Agent.....Middlesboro, Ky.
John L. Stout, Law Agent.....Bowling Green, Ky.
Edgar Bramwell, Law Agent.....Nashville, Tenn.
R. R. Bowling, Stock Claim Agent.....Nashville, Tenn.
W. M. Cox, Law Agent.....Knoxville, Tenn.
Geo. W. Jones, District Attorney.....Montgomery, Ala.
F. L. Ward, Law Agent.....Montgomery, Ala.
Geo. J. Stone, Law Agent.....Montgomery, Ala.
Joel W. Goldsby, Assistant District Attorney.....Mobile, Ala.
Carl Hutcheson, Law Agent.....Atlanta, Ga.
James F. Leslie, Law Agent.....Evansville, Ind.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY OF TEXAS.

SYSTEM.

A. A. Krause, General Claim Attorney.....St. Louis, Mo.

M. K. & T.

A. R. Thickitt, Claim Agent.....St. Louis, Mo.
E. Z. Mast, Chief Clerk and Assistant Claim Agent.....St. Louis, Mo.
D. Stoffel, Assistant Claim Agent.....Sedalia, Mo.
Geo. P. Herzinger, Assistant Claim Agent.....Parsons, Kan.
W. V. McClure, Assistant Claim Agent.....Muskogee, Okla.
C. E. Cooper, Assistant Claim Agent.....Muskogee, Okla.
J. R. Blevans, Assistant Claim Agent.....Oklahoma City, Okla.

M. K. & T. of TEXAS

H. G. Macaulay, Claim Agent.....Dallas, Texas
H. V. Rankin, Chief Clerk and Assistant Claim Agent.....Dallas, Texas
J. B. Harris, Assistant Claim Agent.....Dallas, Texas
W. H. Davidson, Assistant Claim Agent.....Dallas, Texas
R. Givin, Assistant Claim Agent.....Dallas, Texas
E. T. Jackson, Assistant Claim Agent.....Denison, Texas
Thos. T. Herndon, Assistant Claim Agent.....Greenville, Texas
C. S. Hyde, Assistant Claim Agent.....Greenville, Texas
W. L. Davidson, Assistant Claim Agent.....La Grange, Texas
G. E. Coll, Assistant Claim Agent.....Smithville, Texas
E. F. O'Herin, Assistant Claim Agent.....Denison, Texas

MISSOURI PACIFIC RAILWAY SYSTEM.

William E. Jones, General Claim Agent.....St. Louis, Mo.
C. Hoeppner, Assistant General Claim Agent.....St. Louis, Mo.
C. D. Jeffers, Assistant Claim Agent.....St. Louis, Mo.
A. L. Clark, Assistant Claim Agent.....St. Louis, Mo.
W. L. McCutchen, Assistant Claim Agent.....Sedalia, Mo.
G. R. Chamberlin, Assistant Claim Agent.....Sedalia, Mo.
J. H. Amos, Assistant Claim Agent.....Kansas City, Mo.
W. E. Stevens, Assistant Claim Agent.....Kansas City, Mo.
F. J. McCaslin, Assistant Claim Agent.....Kansas City, Mo.

H. M. Washburn, Assistant Claim Agent.....Kansas City, Mo.
N. S. Howell, Assistant Claim Agent.....Kansas City, Mo.
H. H. Larimore, Assistant Claim Agent.....De Soto, Mo.
F. C. Schafer, Assistant Claim Agent.....De Soto, Mo.
R. L. Higginbotham, Assistant Claim Agent.....Little Rock, Ark.
F. L. Young, Assistant Claim Agent.....Little Rock, Ark.
O. M. Parks, Assistant Claim Agent.....Little Rock, Ark.
Phillips Jay, Assistant Claim Agent.....Little Rock, Ark.
W. H. Mooney, Assistant Claim Agent.....Little Rock, Ark.
J. O. Hillis, Assistant Claim Agent.....Little Rock, Ark.
A. M. Evans, Assistant Claim Agent.....Monroe, La.
W. J. Donahue, Assistant Claim Agent.....Monroe, La.

MICHIGAN CENTRAL RAILROAD.
Mileage, 1,662.

Henry Russell, General Attorney.....Detroit, Mich.
O. E. Butterfield, Attorney.....Detroit, Mich.
George E. Tegart, Assistant Attorney.....Detroit, Mich.
George L. Nadolleck, Claims Attorney.....Detroit, Mich.

MIDLAND VALLEY RAILROAD.
Mileage, 321.

J. E. Green, Claim Agent.....Muskogee, Okla.

THE MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY.

S. J. Beardsley, Claim Agent.....Minneapolis, Minn.

MISSISSIPPI CENTRAL RAILROAD COMPANY.
Mileage, 250.

H. L. Buescher, Claim Attorney.....Hattiesburg, Miss.

NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY.

Claude Waller, General Counsel.....Nashville, Tenn.
J. D. B. DeBow, Assistant General Counsel.....Nashville, Tenn.
A. F. McConnell, Law Agent.....Nashville, Tenn.
B. D. Haskins, Law Agent.....Chattanooga, Tenn.
J. L. Edmondson, Law Agent.....Atlanta, Ga.

NEW YORK CENTRAL & HUDSON RIVER RAILROAD.
Mileage, 3,024.

F. V. Whiting, Claims Attorney.....New York, N. Y.
H. H. Downs, Special Claim Agent.....New York, N. Y.
W. C. Simmons, Special Claim Agent.....New York, N. Y.
W. H. Failing, District Claim Agent.....New York, N. Y.
F. S. Rice, District Claim Agent.....Albany, N. Y.
J. M. Mullane, District Claim Agent.....Syracuse, N. Y.
W. H. McGarr, District Claim Agent.....Buffalo, N. Y.
A. H. Gilligan, District Claim Agent.....Watertown, N. Y.
M. A. Dow, District Claim Agent.....Oswego, N. Y.
L. C. Oakley, District Claim Agent.....Corning, N. Y.

NEW YORK, ONTARIO & WESTERN RAILWAY.

Mileage, 546.

George Marsden, Claim Agent.....Middletown, N. Y.

NORFOLK & WESTERN RAILWAY COMPANY.

Mileage, 1,900.

W. S. Battle, Jr., General Claim Agent.....Roanoke, Va.
C. H. Blakemore, Chief Clerk.....Roanoke, Va.
C. D. Haller, Special Investigator.....Roanoke, Va.
Z. W. Stultz, Claim Adjuster.....Williamson, W. Va.
W. H. Bush, Claim Adjuster.....Portsmouth, Ohio
Claude Moore, Claim Adjuster.....Roanoke, Va.
W. W. Hanson, Claim Adjuster.....Roanoke, Va.
George H. Ingles, Claim Adjuster.....Lynchburg, Va.

NEW YORK, NEW HAVEN & HARTFORD RAILROAD.

Mileage, 1,990.

S. W. Baldwin, Claims Attorney for New York & Conn.,
New York and Hartford, Conn.
Wm. V. Griffin, Assistant Claims Attorney.....New Haven, Conn.
F. Shepherd, Assistant Claims Attorney.....Hartford, Conn.
C. T. Matson, Investigator.....Brooklyn, N. Y.
F. E. Lyons, Investigator.....Bridgeport, Conn.
F. A. Farnham, Attorney for Massachusetts.....Boston, Mass.
D. M. Goodridge, Claim Agent.....Boston, Mass.
G. S. Hamlin, Claim Agent.....Boston, Mass.
C. B. Rood, Fire Claim Agent.....Boston, Mass.
J. C. Sweeney, Attorney for Rhode Island.....Providence, R. I.
Sam'l P. Corbett, Claim Agent.....Providence, R. I.

NEW ORLEANS GREAT NORTHERN RAILROAD COMPANY.

Mileage, 286.

S. M. Copp, Claim Agent.....Bogalusa, La.

NORTHERN PACIFIC RAILWAY COMPANY.

Mileage, 5,650.36.

W. F. Every, General Claim Agent.....St. Paul, Minn.
J. S. Taylor, Assistant General Claim Agent.....St. Paul, Minn.
H. J. Lappin, Chief Clerk.....St. Paul, Minn.
B. B. Clapp, District Claim Agent.....St. Paul, Minn.
G. H. Durbrow, District Claim Agent.....Duluth
L. W. Bohn, District Claim Agent.....Fargo
E. B. Sargent, District Claim Agent.....Glendive
S. C. Ashby, Jr., District Claim Agent.....Livingston
R. H. Goddard, District Claim Agent.....Missoula
C. D. Crowther, District Claim Agent.....Spokane
A. M. Lee, District Claim Agent.....Seattle
E. M. Grover, District Claim Agent.....Tacoma
D. C. Davis, District Claim Agent.....Tacoma
J. E. Newton, District Claim Agent.....Tacoma

OREGON RAILROAD & NAVIGATION COMPANY.

D. E. Hall, Claim Agent.....Portland, Ore.
G. N. Smith, Claim Adjuster.....Portland, Ore.
Fred Day, Claim Adjuster.....Portland, Ore.

OREGON SHORT LINE RAILROAD COMPANY.

E. M. Bagley, Claims Attorney.....Salt Lake City, Utah

PENNSYLVANIA LINES WEST OF PITTSBURG.

Mileage, 2,672.

Pennsylvania Company and Leased Lines.
Wheeling Terminal Railway.
Waynesburg & Washington Railway.
Cincinnati, Lebanon & Northern Railway.
Cleveland, Akron & Columbus Railway.
Cincinnati & Muskingum Valley Railway.
Pittsburg, Cincinnati, Chicago & St. Louis Railway and Leased Lines.

Edw. F. Covert, Chief Claim Agent.....Pittsburg, Pa.
L. L. Gilbert, Assistant Counsel.....Pittsburg, Pa.
E. B. Hutchinson, Claim Agent.....Indianapolis, Ind.
F. J. Mullins, Assistant Solicitor.....Salem, Ohio
E. L. Covert, Claim Agent.....Pittsburg, Pa.
M. W. Monroe, Claim Agent.....Xenia, Ohio
Holgar Johnson, Claim Agent.....Indianapolis, Ind.
George E. Ross, Jr., Claim Agent.....Logansport, Ind.
C. G. Johnson, Claim Agent.....Chicago, Ill.
H. T. Swegman, Claim Agent.....Fort Wayne, Ind.
E. R. Freeman, Division Claim Agent.....Cleveland, Ohio
T. L. Apple, Division Claim Agent.....Wellsville, Ohio
H. S. Kunnen, Division Claim Agent.....Cincinnati, Ohio
Walter G. Butler, Claim Agent.....Salem, Ohio
A. R. Albaugh, Division Claim Agent.....Pittsburg, Pa.
A. F. King, Division Claim Agent.....Pittsburg, Pa.
F. S. Patterson, Division Claim Agent.....New Castle, Pa.
M. D. Stuart, Claim Agent.....Pittsburg, Pa.

PENNSYLVANIA RAILROAD COMPANY AND ASSOCIATED COMPANIES.

Mileage, 5,503.

John C. Rose, Chief Claim Agent.....Philadelphia, Pa.
Joshua Rose, Claim Agent.....Jersey City, N. J.
Elijah G. Blaisdell, Claim Agent.....Camden, N. J.
Charles M. Greer, Claim Agent.....Philadelphia, Pa.
Henry E. Cain, Claim Agent.....Philadelphia, Pa.
Arthur W. Askew, Claim Agent.....Altoona, Pa.
Samuel H. Patterson, Claim Agent.....Pittsburg, Pa.
Cecil C. Mahoney, Claim Agent.....Wilmington, Del.
John A. Knight, Claim Agent.....Williamsport, Pa.
Bennett A. Wilson, Claim Agent.....Buffalo, N. Y.

PHILADELPHIA & READING RAILWAY COMPANY AND AFFILIATED LINES.

Mileage, 2,139.

W. C. Brister, Claim Agent.....Philadelphia, Pa.
T. W. Fister, Assistant to Claim Agent.....Philadelphia, Pa.
F. W. Fleck, Chief Clerk.....Philadelphia, Pa.

PITTSBURG & LAKE ERIE RAILROAD.

Mileage, 180.

J. C. Grooms, Land and Claim Agent.....Pittsburg, Pa.
Charles Yon, Claim Agent.....Pittsburg, Pa.

PERE MARQUETTE RAILROAD COMPANY.

Mileage, 2,300.

Gelmer Kuiper, Claim Attorney.....Grand Rapids, Mich.
George A. Chapman, Claim Agent.....Saginaw, Mich.
A. K. Skirving, Claim Agent.....Chatham, Ont.
Harry Ploeg, Stock & Fire Claim Adjuster.....Grand Rapids, Mich.
J. C. Johnson, Special Agent.....Grand Rapids, Mich

PULLMAN COMPANY.

C. S. Williston, Claim Attorney.....Chicago, Ill.

QUEEN & CRESCENT ROUTE.

See Cin., New Orleans & T. P. Ry.

QUINCY, OMAHA & KANSAS CITY R. R. CO.

Mileage, 261.

IOWA & ST. LOUIS RAILWAY.

Mileage, 62.

J. G. Trimble, General Attorney.....Kansas City, Mo.
W. S. McCaull, Claims Attorney.....Kansas City, Mo.
W. E. Shirley, Assistant Claims Attorney.....Kansas City, Mo.

SOUTHERN RAILWAY COMPANY.

Mileage, 7,214.

M. H. Dooley, Chief Law Agent.....Washington, D. C.
P. H. Quinn, Chief Clerk to Chief Law Agent.....Washington, D. C.
H. W. Colson, Assistant Chief Law Agent.....Birmingham, Ala.
A. N. Peyton, Law Agent.....Charlottesville, Va.
S. M. Nottingham, Law Agent.....Norfolk, Va.
J. S. Caldwell, Law Agent.....Greensboro, N. C.
B. G. Gilmer, Law Agent.....Greensboro, N. C.
J. L. Hatch, Law Agent.....Spencer, N. C.
G. W. Taylor, Law Agent.....Charlotte, N. C.
F. C. Hatchette, Law Agent.....Greenville, S. C.
C. J. Kimball, Law Agent.....Columbia, S. C.
J. V. Sutton, Law Agent.....Columbia, S. C.
W. T. Ham, Law Agent.....Charleston, S. C.
A. S. Guerard, Law Agent.....Asheville, N. C.

A. Mahone, Law Agent.....Asheville, N. C.
I. W. Haun, Law Agent.....Knoxville, Tenn.
D. H. Chapman, Law Agent.....Knoxville, Tenn.
T. B. Haynes, Law Agent.....Knoxville, Tenn.
D. R. Carpenter, Law Agent.....Nashville, Tenn.
N. K. White, Law Agent.....Huntsville, Ala.
F. E. Shumate, Law Agent.....Dalton, Ga.
L. K. Baumgardner, Law Agent.....Atlanta, Ga.
W. G. Anderson, Law Agent.....Atlanta, Ga.
W. R. McDuffie, Law Agent.....Atlanta, Ga.
W. F. Combs, Law Agent.....Macon, Ga.
C. C. Sudduth, Law Agent.....Birmingham, Ala.
J. T. Wiley, Law Agent.....Birmingham, Ala.
H. H. Barnard, Law Agent.....Birmingham, Ala.
J. A. Fuller, Law Agent.....Selma, Ala.

RICHMOND, FREDERICKSBURG & POTOMAC RAILROAD. WASHINGTON SOUTHWESTERN RAILWAY.

Mileage, 115.43

H. D. Duke, Law Agent.....Richmond, Va.

SAN ANTONIO & ARKANSAS PASS RAILWAY COMPANY.

Mileage, 723.

L. W. Earnest, General Claim Agent.....San Antonio, Tex.
Geo. B. Goodloe, Claim Agent.....San Antonio, Tex.
Walter Napier, Claim Agent.....San Antonio, Tex.

SEABOARD AIR LINE RAILWAY.

Mileage, 2,611.

W. L. Stanley, Claims Attorney.....Portsmouth, Va.
R. M. Baldwin, Claim Investigator.....Raleigh, N. C.
John Smallman, Claim Investigator.....Savannah, Ga.
Hugh Hinde, Claim Investigator.....Monroe, N. C.
L. Harrison, Claim Investigator.....Jacksonville, Fla.
W. C. Johnson, Claim Adjuster.....Savannah, Ga.
S. B. Witt, Claim Adjuster.....Jacksonville, Fla.
R. M. Coffey, Claim Adjuster.....Atlanta, Ga.
W. A. Hutson, Claim Adjuster.....Jacksonville, Fla.
W. R. Pope, Tax Clerk.....Portsmouth, Va.
T. D. Mathews, Claim Adjuster.....Portsmouth, Va.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY.

Mileage, 1,302.

S. H. West, General Attorney,
Roy F. Britton, Assistant Attorney,
S. G. Seabrook, Claim Agent,
A. C. Broadaway, Assistant Claim Agent,
B. D. Rittmann, Assistant Claim Agent.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY OF TEXAS

B. F. Yowell, Claim Agent.

SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY.

Mileage, 1,075.

W. C. Hussey, General Claim Agent.....Los Angeles, Cal.
F. W. Chiswell, Claim Agent.....Salt Lake City, Utah

SOUTH AND WEST RAILWAY.

F. Powell, General Claim Agent.....Bristol, Tenn.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

O. D. Leach, Claims Attorney.....St. Louis, Mo.
J. L. Howell, Assistant Claims Attorney.....St. Louis, Mo.

SUNSET-CENTRAL-EAST & WEST LINES.

Galveston, Harrisburg & San Antonio Railway.
Houston & Texas Central Railroad.
Houston, East & West Texas Railway.
Houston & Shreveport Railroad.

Mileage, 2,362.94.

W. D. Herring, General Claim Agent.....Houston, Tex.
R. S. Vaughan, Chief Clerk.....Houston, Tex.
J. W. Givin, Claim Agent.....Houston, Tex.
J. H. Fowler, Claim Agent.....Houston, Tex.
S. M. Gordon, Claim Agent.....Houston, Tex.
R. L. Baker, Claim Agent.....Houston, Tex.
M. H. Bonner, Claim Agent.....San Antonio, Tex.
J. H. Means, Claim Agent.....San Antonio, Tex.
C. D. Parker, Claim Agent.....San Antonio, Tex.
R. W. Nowlin, Claim Agent.....Victoria, Tex.
C. H. Rhodes, Claim Agent.....Victoria, Tex.
D. M. Prendergast, Claim Agent.....El Paso, Tex.
R. H. Carmichael, Claim Agent.....Galveston, Tex.
A. H. Culver, Claim Agent.....Ennis, Tex.
S. O. Scott, Claim Agent.....McKinney, Tex.
G. W. Eason, Claim Agent.....Nacogdoches, Tex.

TEXAS & NEW ORLEANS RAILROAD.

Mileage, 454.26.

E. C. Noble, Claim Agent.....Houston, Tex.
W. E. Douglass, Claim Agent.....Houston, Tex.
T. H. Brown, Claim Agent.....Jacksonville, Tex.
C. M. Means, Claim Agent.....Jacksonville, Tex.

UNION PACIFIC RAILROAD COMPANY.

Mileage, 2,941.

N. H. Loomis, General Solicitor.....Omaha, Nebr.
S. J. Peterson, General Claim Agent.....Omaha, Nebr.
W. F. Zabel, Claim Agent.....Omaha, Nebr.
Geo. H. Cone, Claim Agent.....Denver, Colo.
David Taylor, Claim Agent.....Kansas City, Mo.
Geo. F. Moulton, Claim Adjuster.....Omaha, Nebr.
R. H. Saum, Claim Adjuster.....Grand Island, Nebr.
Fred W. Bower, Claim Adjuster.....Cheyenne, Wyo.
E. D. White, Claim Adjuster.....Ogden, Utah
N. W. Sly, Claim Adjuster.....Salina, Kan.

TOLEDO, ST. LOUIS & WESTERN RAILROAD COMPANY.

Mileage, 451.

Geddes Van Brunt, Chief Claim Agent.....Frankfort, Ind.
John L. Downing, Claim Agent.....Frankfort, Ind.

TENNESSEE CENTRAL RAILROAD COMPANY.

Mileage, 290.

D. R. Carpenter, Claim Agent.....Nashville, Tenn.
H. C. Lassing, Assistant Claim Agent.....Nashville, Tenn.

THE TEXAS & PACIFIC RAILWAY COMPANY.

W. L. Chew, Attorney.....Dallas, Texas

WABASH RAILROAD.

Mileage, 2,484.

B. C. Winston, Assistant Attorney.....St. Louis, Mo.
H. W. Austin, Assistant Claim Agent.....St. Louis, Mo.
C. Dungan, Assistant Claim Agent.....Montgomery, Mo.
Z. T. Dungan, Assistant Claim Agent.....Huntington, Ind.
P. H. C. Remine, Assistant Claim Agent.....Decatur, Ill.

WHEELING & LAKE ERIE RAILROAD COMPANY.

B. A. Worthington, Receiver.

C. C. Needham, Tax Commissioner.....Canton, Ohio
Frank C. Partello, Assistant Claim Agent.....Canton, Ohio
J. C. McMillan, Assistant Claim Agent.....Canton, Ohio
Herbert S. Simpson, Assistant Claim Agent.....Canton, Ohio

WABASH-PITTSBURG TERMINAL RAILWAY COMPANY.

WEST SIDE BELT RAILROAD.

Mileage, 81.

P. K. Soffel, Real Estate and Claim Agent.....Pittsburg, Pa.
H. C. Williams, Assistant Claim Agent.....Banksville, Allegheny Co., Pa.

HONORARY MEMBERS.

J. B. Owens, Omaha, Nebr.
J. G. Pangborn, Baltimore, Md.
Jno. R. Manchester, Omaha, Nebr.
W. De M. Hooper, New York, N. Y.
Bayard P. Holmes, New York, N. Y.
L. L. Losey, Chicago, Ill.
Wm. S. Kies, Chicago, Ill.

CHARTER MEMBERS.

C. M. Foulks.
R. C. Richards.
J. L. Gaston.
W. P. Boland.
R. H. Dolittle.
R. W. Jenkins.
W. T. Walker.
J. S. Rogers.
H. A. Chamberlain.
W. E. Jones.
H. S. Downey.
C. F. Redington.
J. B. Hollister.
E. W. Winter.
Frank Everest.
L. J. Colburn.
C. L. Cline.
J. H. Wilson.
John R. Manchester.
E. L. Poole.
John Quinlan.
L. W. Towne.
C. C. Parker.
G. A. Manchester.
W. S. Thompson.
C. W. Ryus.
C. H. Thompson.

Organized 1890.

ANNUAL MEETINGS.

1.	Kansas City, Mo	1890
2.	St. Paul, Minn	1891
3.	Detroit, Mich	1892
4.	Chicago, Ill.	1893
5.	Buffalo, N. Y.	1894
6.	Louisville, Ky.	1895
7.	Pittsburg, Pa.	1896
8.	St. Louis, Mo	1897
9.	Indianapolis, Ind.	1898
10.	Buffalo, N. Y.	1899
11.	Louisville, Ky.	1900
12.	Cleveland, Ohio	1901
13.	Milwaukee, Wis.	1902
14.	Niagara Falls, N. Y.	1903
15.	St. Louis, Mo	1904
16.	Chicago, Ill.	1905
17.	Cincinnati, Ohio	1906
18.	Jamestown Exposition Grounds, Va	1907
19.	Kansas City, Mo	1908
20.	Detroit, Mich.	1909

PRESIDENTS OF THE ASSOCIATION.

1890—
1891—R. C. Richards.
1892—L. L. Gilbert.
1893—H. S. Downey.
1894—John R. Manchester.
1895—B. D. Warfield.
1896—W. E. Jones.
1897—E. B. Hutchinson.
1898—C. R. Myers.
1899—Geo. E. McCaughan.
1900—J. D. M. Hamilton.
1901—F. V. Whiting.
1902—A. A. Krause.
1903—C. F. Holton.
1904—B. C. Winston.
1905—W. C. Wilson.
1906—Gelmer Kuiper.
1907—W. S. Battle, Jr.
1908—L. L. Losey.
1909—Chris. Hoeppner.